

**CONTRACT**

**AGREEMENT**

**BETWEEN THE**

**BURBANK UNIFIED SCHOOL DISTRICT**

**AND THE**

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION**

**CHAPTER 674**

**EFFECTIVE JULY 1, 2021 TO JUNE 30, 2024**

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## **ARTICLE 1 - AGREEMENT**

This Agreement is made and entered into the Burbank Unified School District (hereafter “District”) and the California School Employees Association and its Burbank Chapter 674, (hereafter “CSEA” or “Association”).

Due to the COVID-19 pandemic, the parties agreed to a term extension for the period of July 1, 2020 through June 30, 2021.

This Successor Agreement shall remain in full force and effect for a period from July 1, 2021 through June 30, 2024.



## **ARTICLE 2 - RECOGNITION**

- 2.1 The District recognizes the Burbank Chapter 674 of the California School Employees Association as the exclusive representative for purposes of the Educational Employment Relations Act (California Government Code, Sections 3540, et seq., Title 1, Division 4, Chapter 10.7D) for all classified permanent and probationary employees, full-time and part-time, holding those positions listed in Exhibit A and incorporated by reference as a part of this Agreement.
- 2.2 The District and CSEA agree that part-time students and full-time students employed part time on an accredited work/study program (statutory), substitutes (statutory), short-term employees (statutory), temporary professional experts, and the following management, supervisory and confidential positions are excluded from this representation unit.
- Assistant Superintendent of Administrative Services
  - Assistant Supervisor of Budget and Finance
  - Assistant Director, Information Technology
  - Behavior Interventionist
  - Coordinator, Occupational Therapy
  - Director Facilities Services
  - Director Fiscal Services
  - Director Food Services
  - Director of Information Technology and Education Support
  - Emergency Planning and Safety Coordinator
  - Employee Injury and Illness Prevention Technician
  - Executive Assistant to the Board of Education and Superintendent
  - Executive Assistant-Human Resources
  - Food Services Field Supervisor
  - Food Services Operations Coordinator
  - Grounds Supervisor
  - Mental Health Specialist
  - Occupational Therapist
  - Project Manager
  - Print Center Supervisor
  - Reprographics/District Warehouse Manager
  - Senior Administrative Secretary- Confidential
  - Senior Administrative Secretary-Administrative Services
  - Superintendent's Office Assistant
  - Supervisor, Budget and Finance
  - Supervisor, Custodial
  - Supervisor II, Food Service
  - Supervisor III, Food Service
  - Supervisor, Human Resources
  - Supervisor, Maintenance & Operations

- Supervisor, Payroll
- Supervisor, Purchasing
- Supervisor, Trades
- Technology Services Manager

2.3 The District and CSEA recognize that the District prohibits unlawful discrimination, harassment, and/or retaliation in the employment relationship pursuant to Federal and State law, Board policy and administrative regulations including, but not limited to, the Government Code section 12940, Government Code section 3543.5, and Board Policy 4030.



### **ARTICLE 3 - DISTRICT RIGHTS**

- 3.1 It is understood and agreed that the District retains all of its powers and 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 in:
1. Determine its organization.
  2. Direct the work of its employees.
  3. Determine the times and hours of operations.
  4. Determine the kinds and levels of services to be performed, and the methods and means of providing them.
  5. Establish its educational policies, goals, and objectives.
  6. Ensure the rights and educational opportunities of students.
  7. Determine staffing patterns.
  8. Determine the numbers and kinds of personnel required.
  9. Maintain the efficiency of District operations.
  10. Determine the curriculum.
  11. Build, move, or modify facilities.
  12. Establish budget procedures and determine budgetary allocations.
  13. Determine the methods of raising revenues.
  14. Contract out work to be in accordance with the California Education Code and Article 7 of this agreement. Any contracting out shall not cause or result in the layoff of bargaining unit members.
  15. Declare an emergency and take action on any matter in the event of an emergency. Emergency is defined as a of serious magnitude which within the judgment of the Board of Education, Superintendent, or Acting Superintendent, cannot be ignored
- 3.2 In addition, the Board of Education retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees.
- 3.3 The exercises of the foregoing powers, 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 Notwithstanding any other provisions, this Agreement shall not constitute a general or specific waiver of any right of CSEA or unit members, nor shall it be applied to reduce or restrict any right or privilege of CSEA or unit members derived from other provisions of this Agreement or from law.



## **ARTICLE 4 - ORGANIZATION RIGHTS**

### **WORKPLACE CIVILITY:**

It is the intent of the District that its employees be treated with respect and treats other employees with respect in accordance with the Burbank Unified School District Board of Education's policy on respectful treatment of all persons (Board Policy 4119.21).

An employee claiming to be treated unfairly, disrespectful, or uncivil by a supervisor or other District administrator must first attempt informally to resolve the dispute by presenting the complaint orally to his/her immediate supervisor and discussing the complaint with the supervisor.

At meetings conducted under Board Policy 4119.21 and the District employee handbook, the employee is entitled to be accompanied and/or represented by a CSEA representative if the employee so chooses, and similarly, the supervisor and/or administrator is entitled to be accompanied and/or represented by another supervisor and/or administrator or District representative.

- 4.1 It is understood and agreed that CSEA shall have the right to conduct business, discussions and activities on school premises. When meetings are held outside of the work hours, the following conditions need to be met:
  - 4.1.1 Utilize district procedures for use of facilities and pay any applicable fees.
- 4.2 It is understood and agreed that CSEA has the right to use the District's mail service, employee mailboxes and District Email for communication to bargaining unit members. It is further understood and agreed that CSEA has the right to use the classified employee organization bulletin boards located in each school building and District department to post notices of activities and matters of concern to bargaining unit members. In the event of a union-wide newsletter, the District may request a copy. Mailings or communications shall not defame or ridicule the Board of Education, its members, The District or District Personnel.
- 4.3 CSEA shall have the right to address the Board of Education at any regular meeting. CSEA shall have the right to agendaize a matter for a regular meeting of the Board of Education provided that not less than eight (8) days prior to the date of such Board meeting, the matters to be brought before the Board have been revealed and explained to the Superintendent or his designated representative, so they may be properly placed on the Board agenda.
- 4.4 The District agrees to furnish CSEA with a copy of the Board agenda for each regular and special School Board meeting (except for meetings called under Government Code Section 3549.1).



- 4.4.1 The District agrees to furnish CSEA with copies of the supporting data at the same time, or as soon thereafter as reasonably possible, as the Members of the Board of Education.
- 4.5 It is further understood and agreed that CSEA shall have the right to receive reasonable periods of release time when meeting and negotiating and for the processing of grievances. A minimum of two (2) unit members shall be granted reasonable release time for the purposes of operating the voting polls for ratification of agreements. The Head of Human Resources shall be notified of the amount of release time required prior to the day the polls are to be operated.
- 4.5.1 Officially designated delegates to the Association's annual conference, based on one (1) delegate for each one hundred members or major portion thereof, shall be given release time without loss of pay, up to a maximum of five days, to attend the conference. Delegates elected by the Association who are not scheduled to work during the dates of the Annual Conference shall not be eligible for any reimbursement from the District.
- The Association shall supply the names of the delegates and dates of attendance to the Superintendent or his designee not less than 10 working days prior to the beginning of the conference. The District will not provide substitute coverage for association members annual conference release time, except in cases where coverage is absolutely necessary for safety or program reason.
- 4.5.2 With the prior approval of the Head of Human Resources or designee, the Association, shall be afforded reasonable release time to meet and confer with management personnel during work hours for the purpose of discussing and resolving concerns of bargaining unit members and when serving as a committee member at district committee meetings.
- 4.5.3 The District agrees that CSEA members whose regularly assigned work schedules would prohibit attendance at regular monthly CSEA Chapter 674 meetings, may receive release time for the actual attendance at the regular monthly meeting, travel time to and from work-site, for maximum of one hour forty-five minutes (1 hour 45 minutes) with prior approval of the immediate supervisor.
- Only three employees per site shall be given such release time, unless otherwise approved by the supervisor(s). Supervisors shall be as permissible as possible when granting release time to additional employees. The amount of release time given will be worked by the employee at a time mutually agreed to with the immediate supervisor.

- 4.5.4 If CSEA voting polls are only open during an employee's work hours, the unit member shall be granted 30 minutes of release time to cast their vote.
- 4.5.5 The District agrees that CSEA Chapter President and CSEA Vice President, or designee, shall be given up to 40 hours collectively of release time per school year without loss of pay to meet and confer with their CSEA Labor Representative during work hours for the purpose of discussing and resolving concerns of bargaining unit members and for the purpose of negotiations preparation. The President of the Association may request the Superintendent or designee to consider granting additional release time should unusual circumstances arise.
- 4.6 The District shall provide CSEA notice of any newly hired employee, within ten (10) days of date of hire, via an electronic mail. Please include the following information: full legal name, date of hire, classification, and site.
- 4.6.1 "Newly hired employee" or "new hire" means any employee, whether permanent, full time, part time, hired by the District, and who is still employed as of the date of the new employee orientation. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by CSEA. For those latter employees, for purposes of this article only, the "date of hire" is the date upon which the employee's employee status changed such that the employee was placed in the CSEA unit.
- 4.6.2 Except for employees who have submitted written requests pursuant to Government Code section 6254.3(c) prohibiting the disclosure of their home address, home telephone number, personal cellular telephone number, personal email address, or birth date, the District shall provide CSEA with contact information on the new hires. The information will be provided to CSEA electronically via a mutually agreeable secure FTP site or service, within thirty (30) days from the date of hire. This contact information shall include the following items, if they are included in the District's records, with each field in its own column:
- a. First Name;
  - b. Middle initial;
  - c. Last name;
  - d. Suffix (e.g. Jr., III)
  - e. Job Title;
  - f. Department;
  - g. Primary worksite name;
  - h. Work telephone number;
  - i. Work Extension;

- j. Home Street address (incl. apartment #)
- k. City
- l. State
- m. ZIP Code (5 or 9 digits)
- n. Home telephone number (10 digits);
- o. Personal cellular telephone number (10 digits);
- p. Personal email address of the employee;
- q. Last four numbers of the social security number;
- r. Birth date;
- s. Hire date.
- t. CalPERS status (“Y” if in CalPERS; “N” if not in CalPERS);

This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District. In the event no one is hired in any particular month, the District shall send an e-mail to CSEA confirming they did not hire any new staff that month.

- 4.6.3 Periodic Update of Contact Information: The District shall provide CSEA with a list of all bargaining unit members’ names and contact information on the last working day of September, January, and May. The information will be provided to CSEA electronically via a mutually agreeable secure FTP site or service.

#### 4.7 NEW EMPLOYEE ORIENTATION

- 4.7.1 “New employee orientation” means the onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment- related matters. The orientation shall be held on District property during the workday of the employee(s) who shall be on paid time. During CSEA’s orientation session, no District manager or supervisor or non-unitemployee shall be available.

- 4.7.2 District Scheduled New Employee Group Orientations: The District shall provide CSEA mandatory access to its new employee orientations. CSEA shall receive not less than ten (10) days’ notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District’s operations that was not reasonably foreseeable.

During these scheduled orientations, CSEA shall have thirty (30) minutes of paid release time for one CSEA representative to conduct the orientation session. The CSEA Labor Relations Representative may also

attend the orientation session. CSEA shall provide the District with the contact information (email and cell phone number) of the designated CSEA representatives.

4.7.3 In the event the District conducts a group orientation, CSEA shall have one (1) hour of paid release time for two (2) CSEA representatives, including the Chapter President or designee, to conduct the orientation session. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation session.

4.7.4 Individual Orientations: In the event the District conducts one-on-one orientations with new employees, CSEA shall have thirty (30) minutes of paid release time for one (1) CSEA representative to conduct the orientation session. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation session.

4.7.5 The District shall include the CSEA membership application and/or a CSEA provided link for an electronic application, in any employee orientation packet of District materials provided to any newly hired employee. CSEA shall provide the copies of the CSEA membership applications to the District for distribution.

4.7.6 In the event the district does not conduct an orientation, CSEA shall have thirty (30) minutes, one time per month of paid release time to conduct the orientation to new CSEA bargaining unit members, except when no new members have been hired.

#### 4.8 VIOLATIONS OF AGREEMENT:

Any alleged violation, misinterpretation, or misapplication of the terms of this Article shall be subject to the grievance and arbitration provisions of Article 17 in the current classified Collective Bargaining agreement, except only CSEA has the ability to grieve this section.

4.9 The District and CSEA mutually recognize the need and mutually affirm the right of CSEA to designate Job Representatives from among employees in the bargaining unit. CSEA affirms that in appointing such representatives it does so for the purpose of promoting an effective relationship between the District and bargaining unit members by effectively representing CSEA and its bargaining unit members to assist in the resolution of problems and difficulties.

- 4.10 Nothing contained in this Agreement may be construed as limiting the right of the District to consult with CSEA representatives on any matter outside the scope of representation.
- 4.11 After this Agreement or any Amendment to this Agreement becomes effective, the District shall provide without charge a copy of this Agreement and any Amendments hereto to every employee in the bargaining unit within 90 calendar days of when the Association has submitted their final page proofs to the District. Any employee who subsequently becomes a bargaining unit member shall be provided by the District, without charge, a copy of the Agreement and any Amendments.
- 4.11.1 The District shall place this Agreement and any Amendment to this Agreement on the District's web site.
- 4.11.2 The District shall provide a copy of this Agreement and any Amendment to this Agreement to each work site within the District and to all supervisors and/or managers who have responsibility in any way for bargaining unit members.
- 4.11.3 The District shall also provide four (4) copies of this Agreement or Amendment to this Agreement to the CSEA Labor Relations Representative.
- 4.12 It is mutually agreed and understood that all matters not specifically enumerated in Section 3543.2 of the California Government Code and not dealt with in this Agreement are reserved to the public employer and may not be a subject of meeting and negotiations except by mutual agreement, provided, however, that Nothing contained in this Agreement may be construed as limiting the right of the District to consult with CSEA representatives on any matter outside the scope of representation.
- 4.13 After this Agreement or any Amendment to this Agreement becomes effective, the District shall provide without charge a copy of this Agreement and any Amendments hereto to every employee in the bargaining unit within 90 calendar days of when the Association has submitted their final page proofs to the District. Any employee who subsequently becomes a bargaining unit member shall be provided by the District, without charge, a copy of the Agreement and any Amendments.
- 4.13.1 The District shall place this Agreement and any Amendment to this Agreement on the District's web site.
- 4.13.2 The District shall provide a copy of this Agreement and any Amendment to this Agreement to each work site within the District and to all supervisors and/or managers who have responsibility in any way for bargaining unit members.
- 4.13.3 The District shall also provide four (4) copies of this Agreement or Amendment to this Agreement to the CSEA Labor Relations Representative.



## **ARTICLE 5 - ORGANIZATIONAL SECURITY**

- 5.1 CSEA has the exclusive right to have employee organization membership dues deducted by the District from the wages or salary of employees in the bargaining unit in accordance with the provisions of this Article.
- 5.1.1 The District shall cause payroll deductions to be made in accordance with the District's procedures.
- 5.1.2 Employees, in lieu of payroll deductions, may pay dues directly to CSEA.
- 5.1.3 In the event an employee does not pay dues directly to CSEA or through voluntary payroll deduction, the District shall begin automatic payroll deductions after receipt of written notice from CSEA specifying the names of the unit employees and the amount of the dues for each employee. Payroll deductions shall be processed in accordance with the standard District operating procedures from the first day of the month following 45 calendar days after receipt by the District of the written notice directing dues by payroll deduction.
- 5.1.4 CSEA may specify a change in the amount of dues provided an authorized CSEA officer submits a written notice to the District for such an adjustment. The processing of revised deductions will be in accordance with the dues schedule provided in the agreement.
- 5.1.5 The District shall, without charge, transmit to CSEA the sums deducted under this Article.
- 5.1.6 CSEA agrees to indemnify and financially hold harmless the District, its Governing Board, officers and administrators against any and all claims, demands, costs, lawsuits, actions, including attorney fees incurred in defending said persons or District, or any other form of liability or expense, including but not limited to, all court administrative agency costs, expenses, fees, settlements and judgments that may arise out of or by reason of action taken by the District for the purpose of complying with the Article. The District shall promptly notify CSEA of any civil, administration or other action taken against the District as a result of its compliance with this Article.





## **ARTICLE 6 - PERSONNEL FILES**

- 6.1 The provisions set forth in Section 44031 of the Education Code serve as the basis for the following:
- 6.1.1 The term “official personnel file” means the personnel file of the employee which is maintained under the direction and administration of the Head of Human Resources.
  - 6.1.2 Materials in the personnel files of unit members which may serve as a basis for affecting their employment are to be made available for the inspection of the employees involved.
  - 6.1.3 Such material (referred to in Section 6.1.2) shall not include ratings, reports, or records which:
    - 6.1.3.1 were obtained prior to the employment of the person involved;
    - 6.1.3.2 were prepared by identifiable examination committee members;
    - 6.1.3.3 were obtained in connection with a promotional examination, except that the employee shall have access to his/her numerical scores obtained as a result of a written examination and be entitled to a confidential counseling session with the Head of Human Resources.
  - 6.1.4 Anonymous documents, letters, or other anonymous materials shall not be placed in the official personnel file of an employee of this District.
  - 6.1.5 Every employee shall have the right to inspect such materials upon request (excluding those materials indicated in Section 6.1.3 above) provided that the time requested to inspect such materials is made for a time when such person is not actually required to render services to the employing district.
  - 6.1.6 Materials of a derogatory nature (except material covered under Section 6.1.3 above) shall not be placed in the personnel file unless and until the employee is given notice and an opportunity to review and comment thereon. Such material shall be dated to indicate date of placement in the file. There shall be a ten-workday period from the date of the notice before the material is placed in the personnel file. During that time, or later, the employee shall have the right to enter and have attached to any such derogatory statement, his/her own comments thereon. The review

shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary deduction.

- 6.1.7 Material considered by this Administration to be of particularly confidential nature shall be kept in a separate sealed envelope in the official personnel file of the employee, and access to such confidential material shall be limited to those so designated by position on the outside of such envelope. It is the intent of this rule that particularly confidential material shall be used only by those administrators and others for whom such material was intended or for justifiable administrative purposes and for the purposes intended.
- 6.1.8 Material of a derogatory nature may only be removed from the personnel file of an employee by direction of the Superintendent and in conformance with the provisions of State Law and all high authority (Reference: California Education Code, Section 35253; California Government Code, Section 6200; and provisions set forth in the California Administrative Code, Title 5).
- 6.1.9 An employee shall have the right to authorize, in writing, that his or her authorized representative may examine the personnel file of the employee and obtain one copy of any item within the file, but this right shall be limited to provisions of State Law, other sections of this Article, and other higher authority.
- 6.1.10 Access to the official personnel file of an employee other than by that employee or his/her authorized representative shall be restricted to the immediate supervisor of the employee, the building principal, the Assistant Superintendents, the Superintendent, and designated Human Resources employees on a “need to know” basis, and to persons acting as legal counsel for the District having legal court orders.

In any case, a review of the official personnel file of an employee shall be made in the presence of the Superintendent or other administrator designated by the Superintendent, or confidential Human Resources designee but nothing in this rule shall prohibit access to material in the personnel file of an employee for official purposes involving consideration for promotion, demotion, transfer, assignment, or reassignment, etc., by the administration, its authorized representative, and the Board of Education so long as those having such access have an actual “need to know” basis for such access.



## **ARTICLE 7 - CONTRACTING OUT BARGAINING UNIT WORK**

- 7.1 The District shall not contract out work which has been customarily and routinely performed by bargaining unit members, except as authorized by Education Code section 45103.1 or as required by law. Per Government Code Section 3543.2, contracting out, when within the scope of representation, is subject to decision and effects bargaining. Contracting out, or subcontracting, and the transferring out of bargaining unit work, where there may be a direct impact on employee wages, working conditions, and hours, shall not occur except where agreed to between the parties. The decision to contract out or receive services outside of the scope of the classified bargaining unit is not negotiable.
- 7.1.1 Prior to contracting out any bargaining unit work, and subject to section 1, the District shall notify CSEA, both the Chapter President and Labor Relations Representative, in writing of its intention to contract out bargaining unit work as soon as practicable, but not less than ten (10) days before service would be due.
- 7.1.2 When a genuine emergency arises that threatens to halt District operations and/or the safety of District sites, and it is not feasible for bargaining unit members to perform the work due to availability, qualification, and/or scope, the District shall notify CSEA of its immediate need to contract out. Should contracting out proceed under this provision, it shall be on a one-time basis and non-precedent setting. The District shall redirect work to bargaining unit members once the emergency is under control.
- 7.1.3 No contracting out shall result in the layoff, reduction in hours, displacement, transfer, or reassignment of bargaining unit members.



## **ARTICLE 8 - COMPENSATION**

8.1 Employees covered by this Agreement shall be paid salaries, wages, and pay rates as provided in the attached EXHIBITS A and B as included in the Appendices of this Agreement. EXHIBIT B, the Classified Salary Schedule, shall be amended in as follows:

8.1.1 Effective July 1, 2023, the Classified Salary Schedule shall be increased by 3.5%.

8.1.2 Finances permitting, the District and CSEA commit to completing a salary reallocation analysis for the following job families in 2024-2025: Accounting, Clerical, Auxiliary, Purchasing, and Technology. The District agrees that no funds will be allocated to negotiated wage increases for any District employees until the salary study reallocation analysis is completed.

8.2 In the event the District intends to take to the Board of Education a resolution for layoffs/reductions affecting more than 20 unit members between the date of ratification of this Agreement and June 30, 2024, the District and Association shall meet in advance to explore options and alternatives to those layoffs/reductions. This does not affect any rights found elsewhere in the Agreement or in law.

### **8.3 LONGEVITY PAY**

Effective July 1, 2023, unit members will receive longevity pay for creditable service as follows:

10 years - \$142 per month

15 years - \$179 per month

20 years - \$234 per month

25 years - \$280 per month

30 years - \$324 per month

This amount will be prorated for any employee with a daily assignment of less than six (6) hours.

8.3.1 Longevity pay for all bargaining unit members shall be computed and paid based on each unit member's original date of employment as defined in EXHIBIT C of this Agreement.

### **8.4 TRANSLATING STIPEND**

8.4.1 Provided he/she passes the District's basic bilingual and oral proficiency test, an employee who is annually designated by his/her supervisor(s),

who agrees to provide interpreting and/or translating services, and who does not have bilingual responsibilities as part of his/her official job description, shall be entitled to a stipend for oral translation within one's own department or in another office or department (with approval of his/her immediate supervisor). He/she shall be compensated at a flat \$53 per month for the remainder of that school year.

8.4.2 Provided he/she passes the District's basic bilingual written proficiency test, an employee who is annually designated by his/her supervisor(s), who agrees to provide interpreting and/or translating services, and who does not have bilingual responsibilities as part of his/her official job description, shall be entitled to a stipend for written translation within one's own department or in another office or department (with approval of his/her immediate supervisor). He/she shall be compensated an additional flat \$65 per month for the remainder of that school year.

8.4.2.1 Written translation, for purposes of this article, does not include Special Education, medical, discipline, or Student Study Team-related issues, where knowledge of technical or legal terminology is required.

8.4.3 Any part-time employee who provides interpreting and/or translation, shall be given additional time at his/her hourly rate, up to eight (8) hours per day/forty (40) hours per week in order to not negatively impact his/her regularly assigned duties.

8.4.4 Any full-time employee who provides interpreting and/or translation shall be given additional time in order not to negatively impact his/her regularly assigned duties.

8.4.5 If translating causes an employee to work more than eight (8) hours in one day, or forty (40) hours in one week, he/she shall be paid the standard overtime rate.

8.4.6 An employee whose job description includes interpreting and/or translation in his/her particular program, but whose assignment requires the interpretation and/or translation of fewer than three (3) languages shall receive a flat \$74 per month if designated and required by the immediate supervisor to serve the site in general for the remainder of that school year.

8.4.7 An employee whose job description includes interpreting and/or translation in their particular program, but whose assignment requires the interpretation and/or translation of three (3) or more languages shall receive a flat \$142 per month.

## 8.5 HEALTH CARE STIPEND

When a student has been identified as having a severe health care need that has been determined by a physician and an IEP committee to be non-life threatening and/or not requiring one-to-one attention, then a stipend in the amount of \$309 permonth will be paid to a current classified employee assigned to perform any or all of the following services: gastrostomy tube feeding, catheterization, oxygen administration and care of related equipment, administering medication as directed, providing basic emergency care as needed, including but not limited to first aid, cardio pulmonary resuscitation, or other life sustaining efforts untilmedical assistance arrives.

An employee earning the stipend may be required to provide these services for more than one student. No more than one health care stipend may be earned by an employee at one time. This stipend shall not apply to employees who have the above stated responsibilities as part of their officialjob description.

## 8.6 FIRST AID STIPEND

Employees who volunteer and are designated by their supervisor to provide first aid in the absence of the school nurse on a regular or frequent basis, and who do not have these responsibilities as part of their official job description, shall be entitled to a stipend equivalent to 5% of their base salary. Once designated by their supervisor and Director of Human Resources to provide these services,employee(s) shall receive the stipend for the remainder of that semester. The employee(s) shall receive official notification of their designation from Human Resources.

First Aid Certificates shall be required for the following positions:

- Campus Supervisor
- Paraeducator - Health Care
- Health Services Assistant
- Paraeducator – Severely Impaired
- Office Assistant – Elementary
- Sr. Attendance TechnicianLead Custodian
- School Office Manager – Elementary
- School Office Manager – Continuation
- Secretary III – Children Centers

All positions listed above have first aid responsibilities as part of their official job description and compensation for this responsibility has been included in the base salary with the exception of Secretary II's at the elementary school level who shall be paid an additional 5% stipend above and beyond their base salary.

New employees and employees designated by their supervisors to provide first aid services, shall obtain a First Aid certificate within six months of employment or



designation.

First Aid training and the First Aid Certificate shall be provided at District expense and training shall occur during working hours. Renewal of the First Aid Certificate shall be accomplished at the District's expense and training shall occur during working hours.

#### 8.7 SEVERELY IMPAIRED STIPEND

When a student has been identified as having a severely impaired need, determined by a physician and an IEP committee to be non-life-threatening, then a stipend in the amount of \$181 per month will be paid to a current classified employee assigned to perform any of all of the following services: toileting, eating, washing, personal hygiene, assisting with physical aid appliances, assisting lifting in/out of wheelchair, assisting students to and from school bus or other transportation and/or in moving to and from activities on school site, basic first aid, administering medication as directed.

An employee earning this stipend may be required to provide these services for more than one student. No more than one severely impaired stipend may be earned by an employee at one time. This stipend shall not apply to employees who have the above stated responsibilities as part of their official job description.

#### 8.8 GROUPS TECHNICIANS

Grounds Technicians who obtain a pest control certification (Cat. A & B) at their own expense and during their own time shall receive a monthly stipend of 5% of the salary for the duration of that license. Continuation of the stipend will be dependent upon successful renewal of the pest control certification (Cat. A & B) which will be at District expense and on District time.

#### 8.9 ASBESTOS

Employees who have been designated by their supervisor to provide asbestos removal and who hold a valid National Environmental Training for Hazardous Materials, Asbestos and Lead certification shall receive a stipend of \$206 per month for the duration of the license.

#### 8.10 GOVERNMENTAL LICENSES

New hires or employees who transfer to positions requiring the following governmental licenses as a condition of employment as set forth in the District's job description shall be granted a one-time payment upon hire or transfer of \$309 for each such license held when a copy of such license is presented to the District: Back Flow License, Fire Extinguisher License, and Bureau of Automotive Inspection Certificate.

#### 8.11 NOTARY PUBLIC STIPEND

The District and CSEA agree that an annual stipend of \$1,238 shall be provided for possession and use in the District of a Notary Public Commission Certificate. For those employees working less than 12 months/year, this stipend shall be prorated to the equivalent monthly amount of \$104. The person receiving this stipend shall provide

notary services for any site or department for the sole purpose of District business related activities.

#### 8.12 TECHNOLOGY STIPEND

The District and CSEA agree that an annual stipend of \$2,570 shall be paid to the designated Site Technician. The unit member receiving this stipend shall provide basic technology support for the assigned site. Payment shall be \$1,285 per semester.

#### **PAY AND ALLOWANCES:**

(Sections 8.13 through 8.21 shall only be opened by mutual agreement)

#### 8.13 REGULAR RATE OF PAY

The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in Exhibit A, B, and C attached.

#### 8.14 WARRANTS

All regular warrants of bargaining unit members shall be itemized to include voluntary and involuntary deductions to the extent that the payroll service of the County Superintendent of Schools provides.

#### 8.15 PAYROLL PROCEDURES

All hourly salary rate bargaining unit members shall be paid once a month on the tenth (10<sup>th</sup>) calendar day following the end of the month. If the normal pay day falls on a Saturday, Sunday, or holiday, the warrant shall be issued on the preceding workday.

8.15.1 The District shall utilize a twenty-two (22) working day County Payroll option for the purpose of making salary payments to bargaining unit members. It is understood that absences (including but not limited to sick leave, vacation, bereavement, and industrial accident) will be charged on an actual day basis. New employees will receive pay based on actual days worked during the first month of employment and terminating employees will receive pay based on the actual days worked during the last month of employment.

When an employee is absent without pay for an entire month, there shall be no salary payment. When an employee is absent without pay for a partial month, pay for that month will be based on twenty-two (22) days, less days not compensated during the month. However, an employee working one day in a twenty-three (23) day month would receive pay for that day. Lump sum vacation payments will be computed on a twenty-two (22) day basis.

- 8.15.2 The District and CSEA recognize and acknowledge that these provisions are subject to normal operating circumstances and exceptions may occur in the event of circumstances beyond the District's control.

#### 8.16 PAYROLL ERRORS

- 8.16.1 Insufficient Pay: Any payroll error resulting in insufficient payment for a bargaining unit member shall be corrected, and a supplemental warrant issued, not later than five (5) working days after the bargaining unit member provides notice to the Payroll Department. When a payroll error occurs where the original monthly warrant(s) cannot be given to the bargaining unit member on his/her regularly scheduled pay day, the member shall have the option to request and receive a salary advance check from the District in the amount of ninety percent (90%) of the employee's estimated net salary.

- 8.16.2 Overpayment: Should a member be overpaid, the amount of the overpayment shall be repaid to the District. In every case, the affected employee shall be contacted first, and the repayment plan including repayment timelines shall be negotiated and agreed to in writing before any action to recapture the overpayment.

#### 8.17 LOST WARRANTS

If a warrant to a bargaining unit member is mailed, and if the warrant is not delivered within five (5) days of date of mailing, the member may request and then shall receive a salary advance check from the District in the amount of the lost warrant. Such check shall be issued within five (5) working days of the bargaining unit member's notification to the Payroll Department. If the warrant is lost after receipt, the bargaining unit member shall notify the Payroll Department and the process for replacing the lost warrant shall commence. There can be no guarantee of the time required to replace such lost warrant.

#### 8.18 COMPENSATION FOR WORKING OUT OF CLASSIFICATION

Bargaining unit members who are required to perform duties at a higher level not

reasonably related to those fixed and prescribed in the unit member's job classification (including substituting for absent employees) shall be temporarily compensated at the appropriate salary schedule subject to the following conditions:

- 8.18.1 The assignment of the higher level duties must exceed or be expected to exceed five working days in any fifteen (15) calendar day period.
- 8.18.2 The unit member shall be temporarily compensated at the next higher dollar amount of the appropriate salary range as it compares to the unit member's regular salary, but not less than five percent (5%) nor more than Step VI.
- 8.18.3 The higher rate shall be retroactive to the first day of the assignment to new duties in all cases in which such assignments exceed five (5) working days.
- 8.18.4 The higher rate shall terminate on the first working day that the unit member is no longer required to work at the higher level.
- 8.18.5 Determination as to when a unit member is required to work out of classification will be made by the Superintendent subject to the approval of the Board of Education.
- 8.18.6 Where there is no existing job description covering more complex responsibilities that employees are performing on a regular and on-going basis, and these responsibilities are not reasonably related to a bargaining unit member's job classification, the unit member shall be temporarily compensated in the following manner:
  - 8.18.6.1 The unit member shall be temporarily compensated an additional five percent (5%) of the employee's current rate of pay.
  - 8.18.6.2 An application must be made on a District developed form and signed by the unit member and his/her supervisor, and shall be submitted to Human Resources.
  - 8.18.6.3 The stipend shall remain in effect as long as the employee is determined to be continuing the more complex responsibilities.
  - 8.18.6.4 The Head of Human Resources (or designee) and a representative appointed by CSEA shall review and either approve or deny the request for compensation. The decision shall be final when an agreement is reached between CSEA and the Head of Human Resources (or designee). In the event that CSEA and the Head of

Human Resources (or designee) cannot reach agreement, the Superintendent shall make the decision and his/her decision shall be final.

#### 8.19 PAYMENTS AFTER SEPARATION FROM EMPLOYMENT

- 8.19.1 Any bargaining unit member who terminates employment with the District due to resignation, retirement, termination due to disciplinary action, or for any other reason, shall receive payment for all salaries owed to the employee no later than the next scheduled pay day and in any event no later than fifteen work days after the employee is officially separated from employment.
- 8.19.2 Payment of accrued vacation or any other applicable benefit shall be handled following the same provisions in Article 8.18.1.
- 8.19.3 If separation from employment is a result of resignation or retirement, the bargaining unit member must submit copies of his/her letter of resignation / retirement to his/her immediate supervisor and Human Resources in order for the provisions of Article 8.18 to apply.
- 8.19.4 If separation from employment is a result of termination, the provisions of Article 8.18 shall automatically apply.

#### 8.20 WORK CLOTHING

- 8.20.1 The cost of the purchase, lease, or rental of work clothing, identification badges, emblems, and cards required for District designated Facilities Services personnel, Food Services and Campus Supervision Assistants shall be borne by the District. Depending on the requirements of the job, work clothing may include at the discretion of the District, any or all of the following items of apparel: shirts, pants, coveralls, coats and rain gear.  
  
If, through the employee's negligence (carelessness), clothing supplied by the District is destroyed, lost, or damaged, the District shall provide for the repair or replacement, but the costs shall be borne by the employee.
- 8.20.2 An Advisory Committee shall be established and shall meet at least once annually to assist in the implementation of Article 8.19.1 and shall consist of three (3) representatives appointed by the District and three representatives appointed by the Association.

#### 8.21 REIMBURSEMENT FOR LOSS, DAMAGE, DESTRUCTION OF PERSONAL

## PROPERTY

- 8.21.1 The District 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 in accordance with the following provisions:
- 8.21.1.1 Loss, damage, or destruction shall have occurred without fault of the employee.
  - 8.21.1.2 Evidence of written pre-approval for the use of the personal property on District premises shall be provided in order to seek reimbursement for loss, damage, or destruction. No prior approval is needed for eyeglasses, hearing aids, dentures, watches, articles of clothing necessarily worn or carried by the employee, or vehicles.
  - 8.21.1.3 The value of any item lost, damaged, or destroyed shall be determined as of the time of the verified loss, damage, or destruction and shall include normal allowance for depreciation.
  - 8.21.1.4 Property claimed for reimbursement shall be valued at more than \$25
  - 8.21.1.5 Maximum reimbursement for any one incident shall be \$700, except for vehicles.
  - 8.21.1.6 The maximum reimbursement for all loss, damage, or destruction of personal property shall not exceed \$7,500 in any fiscal year.
  - 8.21.1.7 A written request for reimbursement must be filed by the employee within five (5) calendar days of the incident with Fiscal Services. Fiscal Services may conduct an investigation. The burden of proof in all cases is with the employee seeking reimbursement.
- 8.21.2 Reimbursement for loss, damage, destruction of vehicles.
- 8.21.2.1 The maximum reimbursement for vehicle loss, damage, or destruction shall be \$1,250 or the insurance deductible, whichever is less.

- 8.21.2.2 Reimbursement is limited to payment for verified loss, damage, or destruction resulting from malicious acts of others.
- 8.21.2.3 A report shall be made by the employee to the police, and a copy of the police report shall be provided to Fiscal Services. 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. The District payment shall be limited to the amount of the lowest estimate and shall be paid directly to the repair facility upon verification of satisfactory completion of repair.
- 8.21.2.4 If an employee receives any payment from an insurance carrier for any loss, damage or destruction 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. Subrogation means the District may seek to recoup the cost of reimbursement to the employee directly from the insurance carrier. 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.





## **ARTICLE 9 - HEALTH AND WELFARE BENEFITS**

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

### **9.1. ELIGIBILITY**

- 9.1.1 Full-Time. All bargaining unit members employed full time shall be eligible for the health and welfare benefits as set forth herein
- 9.1.2 Part-Time. All bargaining unit members employed part-time shall be entitled to all health and welfare benefits for which they meet the eligibility requirements on a pro-rated premium basis in the same ratio as the regular work hours per day, days per week, weeks per month, months per year of such part-time employee bear to eight (8) hours per day, forty (40) hours per calendar week, four (4) calendar weeks per month, or twelve (12) calendar months during the school year. The District contribution shall be based upon hours employed in a bargaining unit position as defined in Article 2 of this Agreement. The employee shall pay by payroll deduction the balance to equal the total premiums.
- 9.1.3 Deductions for payment of any health and welfare premiums shall be made in ten (10) equal salary deductions.
- 9.1.4 For those employees not eligible for PERS (those employees who work less than 20 hours per week or less than six months in duration), the District shall contribute on a prorated basis, for an Individual Health Plan.
- 9.1.5 A bargaining unit member who becomes eligible and enrolls during the open enrollment period of each year for coverage under this Agreement shall be deemed to meet the eligibility requirement for that year. The proration of benefits for bargaining unit members employed part-time shall be based upon the employee's assignment as of September 1 of each year.  
  
If a bargaining unit member's position is increased on a continuous basis over a month period, the proration of benefits shall be adjusted upwards the following month. If a bargaining unit member's assignment for any full month thereafter is decreased by two hours or more on a continuous basis over a one month period, the proration of benefits shall be adjusted downward the following month.

- 9.1.6 All bargaining unit members employed prior to July 1, 1972, who were receiving full District contributions of premiums, shall continue to receive those benefits regardless of the number of hours employed. Such “full District contributions” shall mean the maximum District contribution of \$16,750 per year toward medical insurance only. This maximum annual contribution shall include the PERS minimum base contribution provided in section 9.2.1 below.

## 9.2 DISTRICT CONTRIBUTIONS

Contributions shall be made towards health and welfare benefits as follows.

- 9.2.1 *“Minimum PERS Base Contribution”*  
During the term of this Agreement, the District shall contribute the minimum base contribution per year for health benefits for active and eligible unit members to the Public Employees’ Retirement System (PERS) Health Benefits Program.
- 9.2.2 *“Maximum District Medical Insurance Contribution”*  
Effective January 1, 2024, the District shall contribute up to \$16,750 per plan year [“District Contribution”] toward the cost of health and welfare benefits for eligible unit members.
- 9.2.3 *“District Dental, Vision, and Life Contribution”*  
The District shall provide for each eligible unit member a maximum annual contribution not to exceed the cost for employee only coverage or, if applicable, a lesser super composite rate (PMI), toward the following District insurance plans: Delta Dental Plan or PMI Dental Plan, Mutual of Omaha (life), and Vision Service Plan as listed in Exhibit I.
- 9.2.4 An employee may choose to enroll in either the Delta Dental Plan or PMI Dental Plan but not both. Enrollment or any change in enrollment with respect to said plans shall be performed by an employee in accordance with terms and conditions of said plans, including the limitations of the open enrollment period.
- 9.2.5 The District shall contribute the full premium for the Employee Assistance Plan (EAP) through CIGNA for all bargaining unit members.
- 9.2.6 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.

9.2.7 The rates as presented in Exhibit I remain in effect until the benefits providers notify the District of a change in rates, at which time the parties will meet to negotiate the rates in Exhibit I. The District contribution shall remain in effect until negotiated otherwise.

9.2.8 Administrative Fee. Effective January 1, 2011, the CalPers medical insurance rates as presented in Exhibit I shall reflect the actual regional rates published by CalPers and shall not be increased by the administrative fees imposed by CalPers. Any such administrative fees shall be borne by the District on and after January 1, 2011.

### 9.3 BENEFITS ADMINISTRATION

The Association and the District agree to the continuation of a committee to be known as the "Joint Benefits Committee." It shall be composed equally of District representatives appointed by the District and bargaining unit members appointed by the Association, and other District recognized employee organizations, should they choose to be a party to the committee.

This committee shall meet monthly during the six (6) months prior to the insurance contract renewal dates to research and review proposed and existing programs to ensure that quality and cost effectiveness criteria are maintained, and periodically thereafter.

The committee shall meet periodically with insurance providers to determine that benefits and premiums are being accorded as required by the various benefits programs. Anytime the District meets with other employee groups to discuss benefits, excluding negotiations, the parties agree that the Association shall be invited to such meetings for information purposes. The Parties agree that there may be some years where the timelines for convening a JBC may be mutually waived or modified. Any changes recommended by this committee would be the subject to negotiations.

### 9.4 CONTINUATION – DISABILITY

Subject to approval by the benefit carriers, a bargaining unit member may be allowed to continue participation in any or all programs provided in this Article during absence on an unpaid disability leave for a period not to exceed thirty-nine (39) months. Dental and vision premium payments by the unit member must be made in a timely fashion

directly to the District. Medical premium payments by the unit member must be made in a timely fashion directly to the carrier.

#### 9.5 CONTINUATION OF BENEFITS

The District will act to ensure conformity with the provisions of and the regulation adopted pursuant to Title XXII of the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"). COBRA currently provides for the temporary health plan coverage (vision, dental, and health only) for employees, spouses and dependents under certain circumstances. This article shall not be construed to give any rights beyond those provided in COBRA.

#### 9.6 CONTINUATION – LAYOFF

Based on approval by the carrier, the bargaining unit member who is laid off for lack of work or lack of funds may continue participation in any or all programs provided in this Article for a period of twelve (12) months by making timely dental and vision premium payments directly to the District and medical premium payments directly to the carrier. Any bargaining unit member laid off for lack of work or lack of funds shall be concurrently eligible for coverage provided by COBRA.

#### 9.7 RETIREMENT HEALTH BENEFITS-EMPLOYEES HIRED ON OR BEFORE JULY 31, 2004

The following provisions shall apply to unit members hired on or before July 31, 2004.

9.7.1 Based on approval by the carrier, the District agrees to allow all bargaining unit members who retire to maintain their health insurance plan, remaining on the group plan by making timely payments directly to the carrier. A member of the bargaining unit who retires after fifteen (15) years of service to the District under the provisions of the Public Employees' Retirement System (PERS) and has attained at least the age of fifty-five (55) may, at the retiree's option, elect for the District to pay one hundred percent (100%) for employee only, medical insurance only, for either: 1) any continuous five (5) year period after date of retirement, or 2) until age 65.

Coverage is subject to the conditions and provisions of the District's insurance program, and is limited to group medical plans. After the period of District paid benefits expires, based on approval of the carrier, a retiree bargaining unit member may maintain the medical insurance plan, group only, by making timely payments directly to the carrier.

9.7.2 A member of the bargaining unit who retires after fifteen (15) years of service to the District under the provisions of the Public Employees' Retirement system (PERS) and has attained at least the age of fifty-five (55) may, at the retiree's option, elect for the District to pay one hundred percent (100%) of the annual contribution being paid for the employee for employee only, vision insurance only, for either: 1) any continuous five (5) year period after date of retirement, or 2) until age 65. Coverage is subject to the conditions and provisions of the District's insurance program, and is limited to the vision plan.

After the period of District paid benefits expires, based on approval of the carrier, a retiree bargaining unit member may maintain the vision insurance plan by making timely payments directly to the District under the provisions of COBRA.

9.7.3 If there is no fully insured indemnity fee for service health care plan and only an HMO health care plan and/or a managed care plan, the district shall pay one hundred percent (100%) of the contribution currently being paid for current employees, employee only. The maximum amount to be contributed by the District shall be one hundred percent (100%) of the contribution currently being paid for employee only for the highest HMO in the PERS Health Plan.

If there is no indemnity fee for service health care plan, each eligible retiree will be given the opportunity to enroll in the managed care plan or receive an annual payment equal to one hundred percent (100%) of the contribution currently being paid for employee only for the highest HMO in the PERS Health Plan. Each retiree will be given only one opportunity to select either option, and the one-time selection shall be irrevocable.

9.7.4 After exhaustion of retiree health benefits under this Article and for retirees who do not qualify for benefits under this Article, the District shall contribute the minimum base contribution provided for in Section 9.2.1 per year towards employee only, medical only, benefits. If the retiree chooses to participate in this health benefits plan, the retiree shall be responsible for the costs of the health plan selected in excess of the District's annual minimum base contribution per year.

The District's contribution to such benefit shall be provided so long as the District continues to participate in the PERS health benefits plan. Upon termination of the District's participation in the PERS health benefits plan, the District's obligation for payment of its contribution

shall cease.

9.8 RETIREMENT HEALTH BENEFITS-EMPLOYEES HIRED ON OR AFTER  
AUGUST 1, 2004

The following provisions shall apply to unit members hired on or after August 1, 2004:

- 9.8.1 The District shall provide the minimum base contributions required by the Public Employees' Retirement System (PERS) towards PERS medical insurance for eligible retirees. The District PERS medical benefit options are listed in EXHIBIT I.
- 9.8.2 The District shall provide a maximum supplemental annual contribution for each eligible unit member not to exceed \$3,468 towards PERS, employee only, medical insurance. This maximum supplemental contribution shall include the PERS minimum base contribution provided in Section 9.2.1 above.
- 9.8.3 To be eligible for retiree medical insurance, the retiring unit member must have retired after fifteen (15) years of service to the District under the provisions of the Public Employees' Retirement system, (PERS) and attained at least the age of fifty-five (55). Unit members who meet these requirements shall be eligible to receive the maximum annual contribution provided in Section 9.8.2 above, until age 65.
- 9.8.4 The District's maximum contribution shall be pro-rated for part-time unit members based on their regularly assigned hours at the time of retirement.

9.9 BENEFIT PLAN PAYMENTS

The District agrees to provide bargaining unit members payroll deductions for benefit programs authorized by the District and shall remit this money along with other regular payments to benefit providers with the exception of those bargaining unit members enrolled in the non-PERS Health Individual Plan who make their medical premium payments directly to the carrier and are then reimbursed the appropriate pro-rated percentage by the District.

9.10 PRE-TAX EARNINGS

- 9.10.1 Employee contributions for health and welfare benefits provided

pursuant to Section 125 (Flexible Benefits) of the IRS Code are to be paid at employee's option with pre-tax earnings. Employee selection of this option shall be made available during the open enrollment period. Unit members shall submit all required written authorizations by the deadline.

- 9.10.2 All bargaining unit member's health and welfare benefits contributions shall be deducted as pre-tax dollars from employee earnings upon submission by the unit member of all required written authorizations by the deadline. The bargaining unit member may be required to submit such authorization no more than twice within the first two years of employment.

9.11 CALPERS 457 DEFERRED COMPENSATION PROGRAM

Unit members will be allowed to participate in CalPERS 457 Deferred Compensation Program as established pursuant to Sections 21670 through 21685 of the Government Code of the State and is intended to constitute an "eligible deferred compensation plan" within the meaning of Section 457 of the Federal Internal Revenue Code. Unit members selecting to participate shall fill out the required documents and forms and submit them to the District for processing. Unit member participation will be limited to the Deferred Compensation Program Plan Document and all State and Federal tax laws.





## **ARTICLE 10 - HOURS OF EMPLOYMENT AND OVERTIME**

### **10.1 WORK DAY**

The workday for all bargaining unit members shall be established and fixed by the District. Each bargaining unit member shall be assigned a fixed, regular, and ascertainable minimum number of hours which shall be not less than an average of five (5) hours per workweek. Any changes to an employee's fixed and regular work schedule shall be referred to the District and Association to negotiate.

### **10.2 WORK WEEK**

The normal workweek for full-time bargaining unit members shall be 40 hours, normally rendered in units of eight (8) hours per day, exclusive of a duty-free lunch period, but inclusive of any rest periods prescribed by the District. The District may establish a flexible work week, such as a ten (10) hour per day, 40-hour, four consecutive day work week or an 80-hour 9-day, two week work period, for certain bargaining unit members when such a workweek is deemed appropriate by the District, and is voluntarily agreed to by the employee.

Disagreements as to the implementation of flexible work week schedules shall be referred to the Head of Human Resource Services or Superintendent, whose decision shall be final. If the District seeks to change a flexible workweek schedule to an eight hour per day, 5-day work week for any bargaining unit position, they shall notify CSEA and the parties shall meet to negotiate. If the position is vacant, the District maintains the right to modify the schedule.

The District retains the right, in an emergency, to extend the regular workday or workweek. An emergency is defined as an event that could not be planned, including, but not limited to, earthquake, fire, flood, vandalism, and pipe breaks.

### **10.3 LUNCH PERIOD**

Bargaining unit members regularly scheduled to work more than four (4) hours daily shall be entitled to a daily duty-free lunch period of not less than one-half (1/2) hour and not more than one (1) hour during the day. Instructional Assistants and Clerical staff scheduled to work more than four (4) hours per day and who are assigned to a school site shall be entitled a ninety (90) minute duty-free lunch period on pupil-free staff development days.

The lunch break of any employee entitled to a lunch break shall be duty-free and continuous. In the event that an employee is required to work during their lunch break, they shall be appropriately compensated or their lunch break shall be taken as soon as practical. Scheduling of the lunch break shall be within the discretion of the District.

#### 10.4 REST PERIOD

Bargaining unit members regularly scheduled to work six (6) hours to eight (8) hours per day shall be entitled to a fifteen (15) minute rest period during the first half of their workday and to a fifteen (15) minute rest period during the second half of their workday. Bargaining unit members scheduled to work four (4) or more hours daily, but less than six (6) hours, shall be entitled to one fifteen (15) minute rest period during their workday.

The rest period herein described shall be taken at the appropriate time designated by the immediate supervisor. Bargaining unit members regularly scheduled to work ten (10) hours per day shall be entitled to a twenty (20) minute rest period during the first half of their workday and to a seventeen (17) minute rest period during the second half of their workday.

#### 10.5 OVERTIME

10.5.1 Overtime is defined to include any time worked, whether required or voluntary, in excess of eight (8) hours in any one day or in excess of forty (40) hours in any calendar week, not to run concurrently with regular work time absent an agreement between the parties. Authorized overtime compensation shall be provided to bargaining unit members upon prior approval of the immediate supervisor to work in excess of eight (8) hours in any one (1) day, or in excess of forty (40) hours in any calendar week.

The bargaining unit member shall receive cash compensation or compensatory time off, equal to time and one-half of the regular rate of pay. Overtime shall be paid to each unit member compensatory time for time worked, it shall be by mutual agreement between the employee and immediate supervisor.

Employees will be notified forty-eight (48) hours in advance if they are to be considered for overtime, except where circumstances preclude such advance notice. The workweek shall consist of not more than five (5) consecutive working days for any bargaining unit member having an average workday of four (4) hours or more during the workweek.

The bargaining unit member shall be compensated for any work required to be performed on the sixth or seventh day following the commencement of the workweek at the rate equal to time and one-half of the regular rate of pay of the bargaining unit member designated and authorized to perform the work. Nothing herein shall be construed to limit the ability of the District to require overtime or extended hour service of a bargaining unit member in an emergency (as defined in Article 10.2).

## 10.6 OVERTIME ASSIGNMENTS.

Overtime shall be assigned at the discretion of the District subject to the agreement of the employee. For the purpose of overtime only, seniority will be based on time served in the classification.

Immediate supervisors shall assign overtime assignments by seniority on a continuous rotational basis within a job class by work site. This overtime rotation list shall be available to on-site employees. If and only when no employees are available using this list, the District may move through the following lists to fill the overtime assignment.

10.6.1 By seniority by work site based relevant experience.

10.6.2 By seniority within job class District wide.

10.6.3 If no one is available after 1 and 2 have been exhausted, unit members who have previously served in that classification District-wide may volunteer for overtime.

When a District department/group, agency, governmental entity, program, or any other outside group uses any district Facility and such event involves any work normally performed by the bargaining unit that work shall be offered to the bargaining unit in accordance with 10.6, Overtime Assignments.

The following are allowable exceptions to the seniority overtime assignment process:

- When overtime is authorized for completion of a specific assignment, project, or work in progress.
- When the District determines it is necessary to consider special skills and training of employees to perform particular work.

## 10.7 COMPENSATORY TIME OFF IN LIEU OF CASH COMPENSATION

The District may offer compensatory time off in lieu of cash compensation for overtime work by mutual agreement between the employee and immediate supervisor. The District shall provide for such compensatory time off at a rate equal to the overtime rate of pay of the bargaining unit member designated and authorized to perform the overtime. Such compensatory time off shall be granted and taken within 60 working days and without impairing the services rendered by the District.

With approval of the employee's immediate supervisor, such compensatory time off may be granted beyond the 60 working days not to exceed twelve calendar months. In the event that an employee is prevented by his/her supervisor from using their

compensatory time prior to 12 months from the date it was earned, the employee shall be paid for that time.

#### 10.8 MINIMUM HOURS

Any bargaining unit member called to work, either after normal working hours or on a day not worked, shall be paid not less than three (3) hours of work at the overtime pay rate, irrespective of the actual time less than that required to work.

#### 10.9 REDUCTION IN ASSIGNED TIME

Any reduction in assigned time shall be accomplished in accordance with Education Code, Section 45117 (See Exhibit G) and the layoff and reemployment procedures pursuant to Article 15 of this agreement. This clause does not waive CSEA's rights under Government Code Section 3543.2 that requires the District to notify and bargain the decision and effects of reductions with the exclusive representative upon request.

#### 10.10 ADJUSTMENT IN TIME – PART-TIME EMPLOYEES

A bargaining unit member who is assigned to work a minimum of thirty (30) minutes per day in excess of his/her part-time assignment for a period of twenty (20) consecutive working days or more, shall have his/her basic assignment changed to reflect the longer hours in order to acquire vacation and sick leave on a prorated basis. Any return to the original assigned hours would constitute a layoff. (See 10.10)

The District, at its sole discretion, in any one six (6) month period of time, also may increase the length of the work day for part-time positions by not more than 1.5 hours, not to exceed 7.5 hours per week, without posting the vacancy. Instructional Assistants – Special Education who are assigned to work on a one-to-one basis with a student shall not be restricted to this 1.5 hour limitation on extension of the work day since a change in the student's instructional day and the services to be provided are dependent upon the student's Individual Education Plan (IEP).

The incumbent employee may accept the change in position hours or request transfer to an available vacant position at an equal or lower classification for which he/she is qualified.

#### 10.11 SUMMER WORKWEEK

The District may establish a flexible work week, such as a ten (10) hour per day, 40-hour, four consecutive day work week or an 80-hour 9 day two week work period, for certain bargaining unit members during summer when such a workweek is deemed appropriate by the District, and is voluntarily agreed to by the employee.

#### 10.12 ASSIGNMENTS AT TIMES OTHER THAN REGULAR ACADEMIC YEAR

For the purpose of this Article every classified bargaining unit member shall be deemed to be employed for twelve (12) months during each school year regardless of the number of months in which he/she is normally in paid status. The District may maintain school sessions outside of the regular academic year and shall recruit classified employees to apply and fill such assignments. No employee whose regular assignment excludes any part of the summer shall be required to perform services during such period.

Consideration for such assignment shall be made on the basis of each applicant meeting minimum qualifications per job description in each classification of service which is required. A classified bargaining unit member shall, for services performed as herein provided, receive, on a prorated basis, not less than the compensation and benefits which are applicable to that classification during the regular academic year.

#### 10.13 HOURS WORKED

For the purposes of computing the number of hours worked, all time during which a bargaining unit member is in paid status, except overtime, shall be construed as hours worked.

#### 10.14 REST FACILITIES

The District shall make available all existing employee lunchroom, restroom, and lavatory facilities at each work site for the use of bargaining unit members.

#### 10.15 COMPLIANCE WITH APPLICABLE LAW

Nothing in this Agreement shall be construed as a waiver of CSEA's bargaining rights under Government Code Section 3543.2. The District shall comply with the Federal Fair Labor Standards Act and the Education Code with regards to overtime.

#### 10.16 BURBANK ADULT EDUCATION CALENDAR

As it applies to the Burbank Adult Education program and all other work calendars, the actual start and end dates for each fiscal year shall be negotiated annually between the District and Association no later than May 30 of the preceding year.

##### 10.16.1 *"English-As-A-Second-Language Office Staff"*

Instructional staff in this program shall be assigned five (5) days a week (Monday-Friday) and shall be subject to a work year of 200 days in paid status. These paid days reflect 177 work days, the nine (9) pre-assigned vacation days, and the fourteen (14) paid holidays. Sick days, vacation days, and seniority accrual shall be earned in the same manner as other nine (9) month employees with no sick days or vacation earned during

July and August unless the bargaining unit member works in those months.

- 10.16.2 Office staff in this program shall be assigned five (5) days a week (Monday-Friday) and shall be subject to a work year of 200 days in paid status. These paid days reflect 177 work days, the nine (9) pre-assigned vacation days, and the fourteen (14) paid holidays. Sick days, vacation days, and seniority accrual shall be earned in the same manner as other nine (9) month employees with no sick days or vacation earned during July and August unless the bargaining unit member works in those months.
- 10.16.3 *“Academic Program Staff”*  
All staff shall be assigned five (5) days a week (Monday-Friday). All staff in this program shall be subject to 205 days in paid status. These paid days reflect 182 work days, the nine (9) pre-assigned vacation days, and the fourteen (14) paid holidays. Sick days, vacation days, and seniority accrual shall be earned in the same manner as other nine (9) month employees with no sick days or vacation earned during June, July, and August unless the bargaining unit member works in those months.
- 10.16.4 *“Parent Education Program Staff”*  
All staff shall be assigned five (5) days a week (Monday-Friday). All staff in this program (except for office and custodial employees) shall be subject to a work year of 185 days in paid status. These paid days reflect 163 work days, the nine (9) pre-assigned vacation days, and the thirteen (13) paid holidays. Sick days, vacation days, and seniority accrual shall be earned in the same manner as other eight (8) month employees with no sick days or vacation earned during June, July, and August unless the bargaining unit member works in those months.
- 10.16.5 *“Employees Working Less Than Five (5) Days A Week”*  
Employees in the three (3) Burbank Adult Education programs identified above who are assigned less than five days a week shall be subject to the number of work days that is derived by multiplying the number of work days required of five day a week employees for their assigned program times the following fraction: number of days assigned to work each week divided by five.
- 10.16.6 *“Winter and Spring Breaks”*  
A three-week winter break and one week spring break shall be observed by staff assigned to the three programs identified above. Employees may use available vacation balances to convert unpaid days to paid days during these breaks.

10.16.7 *“Non-Work Days”*

The ESL Instructional staff shall be subject to five (5) additional non-work days as identified in the negotiated ESL instructional calendar.

10.17 REASONABLE ACCOMMODATIONS ON “HEAT DAYS” AND UNHEALTHY AIR QUALITY

The parties agree that the Superintendent or designee shall designate “heat days” or “unhealthy air quality days” and that reasonable accommodations shall be provided for classified employees who work in non-air conditioned environments. If reasonably possible, bargaining unit members shall be notified electronically of such designation within one hour. Such accommodations shall be determined by the employee’s supervisor and shall not negatively affect the operation of the District or the educational program or conflict with scheduled activities such as testing, instruction, supervision of or services to students, scheduled assemblies, or scheduled meetings.

For the purposes of this section, reasonable accommodations might include, but not be limited to: relocation to an air conditioned or cooler work environment; modification of work shift; more frequent breaks; temporary discontinuance of use of the barbeque grill; or, by mutual agreement of the supervisor and employee, use of accrued vacation time or use of personal necessity or personal business leave.

The supervisor of each department and the principal or designee of each school site shall obtain input from his/her classified staff for the purpose of developing a list of suggested reasonable accommodations. No student or parent shall be negatively impacted by any accommodations provided as a result of implementation of this section.

Heat days and unhealthy air quality days are defined by and shall be subject to Board Policy 3514.11.





## **ARTICLE 11 - HOLIDAYS**

### **11.1 HOLIDAYS**

All bargaining unit members shall be entitled to fifteen (15) paid holidays as listed in Exhibit E, provided they are in a paid status during any portion of the workday immediately preceding or following the holiday.

### **11.2 HOLIDAYS DECLARED BY THE PRESIDENT OR GOVERNOR**

Every day appointed by the President of the United States or Governor of the State of California, as provided for in subdivision (a)(11) and (12) of Education Code, Section 37220 for a public fast, thanksgiving or holiday, or any day declared a holiday for classified employees under subdivision (a)(13) of Education Code Section 37220 shall be a paid holiday for all probationary or permanent employees who are a part of the classified service.

### **11.3 HOLIDAYS NOT WITHIN THE NORMAL DUTY ASSIGNMENTS**

Bargaining unit members of the District who are not normally assigned to duty during the school holidays listed in Exhibit E as Winter Recess and the Spring Recess shall be paid for those holidays provided that they were in paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

### **11.4 HOLIDAY ON SATURDAY OR SUNDAY**

When a legal holiday listed on the District calendar falls on a Saturday, the preceding Friday shall be deemed to be the holiday. When a legal holiday listed on the District calendar falls on a Sunday, the following Monday shall be deemed the holiday.

### **11.5 HOLIDAY PAY FOR REQUIRED WORK**

When a bargaining unit member is required to work on any designated holiday, he/she shall be paid compensation or, upon the mutual agreement of the District and employee, be given compensating time off for such work in addition to the regular pay received for the holiday, at the rate of time and one-half of his regular rate of pay.

### **11.6 HOLIDAY NOT PART OF VACATION**

Holidays and other days allowable without loss of salary under the calendar adopted by the Board of education shall not apply against the vacation allowance.

#### 11.7 COMPLIANCE WITH AZUSA DECISION

Pursuant to applicable and current law, bargaining unit employees also shall receive regular pay whether or not they are required to report for work on school days when pupils would otherwise have been in attendance but are not and for which certificated personnel receive regular pay. To be eligible for any such additional paid day, bargaining unit employees must be in paid status during any portion of the working day of the normal assignment immediately preceding or succeed the paid day.

#### 11.8 CALENDAR

CSEA and the District agree to the creation of a Calendar Committee. It shall be composed equally of District representative appointed by the District and bargaining unit members appointed by CSEA and other District recognized employee organizations should they choose to be a party to the committee. Prior to the written request to reopen negotiations, the Committee shall meet to devise a proposed calendar. The Committee shall make an advisory recommendation on the Calendar, which shall then be negotiated between each bargaining unit and the District. The parties confirm and agree that only the District and Association have the power or right to negotiate bargaining unit work calendars.

#### 11.9 FLOATING HOLIDAYS

Each member shall be entitled to two (2) days in total of paid leave annually for the purpose of observing cultural or religious holidays. If the member does not use their Floating Holidays in a given school-year the unused days 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.



## **ARTICLE 12 - VACATIONS**

### **12.1 FULL-TIME MONTHLY EMPLOYEE**

All unit members who are full-time employees, five days, forty hours per week, shall earn vacation according to the following schedule: Twelve-Month Work Year

<u>Completed Years of Service</u>	<u>Vacation Days Per Year</u>
1 – 3	13
4	14
5	15
6	16
7	17
9	18
10	19
12	20
14	21
16	22

### **12.2 EMPLOYEES WORKING LESS THAN TWELVE MONTHS**

For those unit members who work full time for less than twelve months, the following computation shall be used with the chart shown in 12.1:

Eleven (11) months of creditable service	=	11/12
Ten (10) months of creditable service	=	10/12
Nine (9) months of creditable service	=	9/12
Eight (8) months of creditable service	=	8/12

12.2.1 Vacation allotments earned shall be rounded up to the nearest quarter hour.

### **12.3 SERVICE DEFINED**

Service is defined as time actually worked (e.g. paid status).

12.3.1 Credit for continuous service to Burbank Unified School District shall be allowed if the employee has been employed continuously for at least ten (10) months of eleven (11) month or twelve (12) month assignments, at least eight (8) months for nine (9) month or ten (10) month assignments and at least seven (7) months for eight (8) month assignments.

12.3.2 A calendar month of service is defined as that in which compensation payable for such month is equal to one-half or more of the month's salary.

No credit shall be allowed for a calendar month when less than one-half of the monthly salary is payable.

12.4 VACATION ACCRUAL – PART-TIME EMPLOYEE

Unit members eligible to earn vacation and employed on a part-time basis shall earn vacation prorated in the same ratio as their regular work hours per day bear to eight (8) hours per day and shall also be computed in accordance with Sections 12.1 and 12.2.

12.5 PROBATIONARY EMPLOYEES

Probationary unit members shall not be entitled to take vacation days until they have completed their initial six months of employment. EXCEPTION: Eight (8), Nine (9) or Ten (10) month employees. (See 12.10.3)

12.6 PROBATIONARY EMPLOYEE – UNEARNED VACATION

Probationary unit members shall not be entitled to take more vacation days than they have earned. EXCEPTION is noted in 12.5 above. In the event the services of a unit member are terminated prior to the end of the twelve (12) months of employment, the monetary equivalent of all unearned vacation days previously allowed shall be deducted from the final warrant.

12.7 PERMANENT EMPLOYEE – SEPARATION FROM SERVICE

A permanent employee may be granted vacation during the year even though not earned at the time the vacation is taken. However, if the employee terminates and has been granted vacation which was not earned at the time of separation, the District shall deduct from the employee's final warrant the full amount of salary which was paid for such unearned vacation time.

12.8 VACATION CARRY-OVER

It is intended that accrued vacation should be taken and that carry-over should be limited. The number of days to be carried over has an absolute limit of the number of days earned in one year. Vacation balances shall be calculated every June 30<sup>th</sup> and communicated to unit members in writing. Unit members having vacation balances in excess of the limit defined above shall develop, in cooperation with their supervisor, a mutually agreed upon vacation schedule to eliminate the excess vacation days.

Disagreements as to the use of vacation days shall be referred to the Assistant Superintendent, whose decision shall be final. In the event a mutually agreed upon vacation schedule cannot be developed for the elimination of these excess vacation days, unit members shall receive the monetary equivalent of any vacation days in excess of the limit.

- 12.8.1 At the termination of employment, the monetary value of accrued vacation may be paid only to the extent permitted under Section 12.8 above, plus current unused vacation accrued, in lieu of carrying the employee on the payroll.

## 12.9 PERSONAL BUSINESS REQUEST WITH VACATION

Requests for time off for personal business that are submitted in conjunction with the annual Vacation Request shall request vacation days followed by dates for personal business.

## 12.10 SCHEDULING VACATIONS

Earned vacation may be scheduled any time during the year with the approval of the employee's immediate supervisor (as defined in Article 17, Section 17.1.4). Subject to Sections 12.6, 12.7, 12.8, 12.10.1, 12.10.2, 12.10.3, and 12.10.4 of this Article, vacations shall be scheduled at times requested by bargaining unit employees insofar as is possible within the District's work requirements. Employees must request vacation leave in writing at least 10 working days prior to the date of requested leave.

The District will respond to leave requests not later than 5 days after receipt of leave requests. If there is any conflict between employees who are working on the same or similar operations as to when their vacations will be taken, the employee with the greatest length of service shall be given preference. However, in cases when disputes have arisen, and an employee has been given preference for a vacation schedule based on length of service, the person given preference may not use the same schedule for more than two consecutive years. In cases of emergency the time constraints may be lowered by mutual consent.

- 12.10.1 Upon request of the employee, and at the discretion of the District, unearned vacation time may be used with the approval of the immediate supervisor.

- 12.10.2 *"Eleven-Month Employees"*  
Vacation will normally be taken during the year in which it is earned and must be taken during the eleven-month work year. Any exception must have the approval of the employee's immediate supervisor.

- 12.10.3 *"Eight, Nine and Ten-Month Employees"*  
Vacation will normally be taken during the year in which it is earned and must be taken, to the extent possible, during Winter and Spring Recess. Any exception must have the approval of the employee's immediate supervisor. The monetary equivalent of any vacation days which cannot be taken during the Winter and Spring Recess shall be paid by warrant.

12.10.4 Employees assigned to a school operating a year-round schedule may schedule vacations at times requested by bargaining unit members, including when “off-track”, insofar as is possible within the District’s work requirements.

12.11 HOLIDAYS IN CONJUNCTION WITH VACATION

When a holiday falls during the scheduled vacation of a unit member, the employee shall be granted an additional day’s vacation for each holiday occurring within that period.

12.12 AN INTERRUPTION OF VACATION

A permanent classified employee shall be permitted to terminate vacation leave in order to begin another type of paid leave without a return to active service provided said employee supplies the District with adequate notice and relevant supporting information regarding the basis for such interruption or termination.

Adequate notice and relevant supporting information shall be defined as an obvious intent of the unit member and the District to establish the exact date of shift to another type paid leave and/or return to vacation leave and to provide the documentation as soon as possible.





## **ARTICLE 13 - LEAVES**

### **GENERAL PROVISIONS**

Where a reason is required in order to obtain a leave of absence provided for under this Article, the District may verify the reason provided.

It is agreed that a unit member who is absent from work other than those days as authorized by State Law or authorized leave provisions of this Agreement is taking an unauthorized absence in breach of contract and in violation of this Agreement. Upon this unauthorized absence in breach of contract, an email notification will be sent to CSEA. After the notification is sent to CSEA, the Board will deduct a salary amount equal to 1/22 of his/her monthly salary each day of unauthorized absence, and such member shall be subject to disciplinary action.

#### **ABANDONMENT**

Any absence from work without an authorized leave for three (3) consecutive days or failure to return to work as scheduled for three (3) consecutive days after the expiration of an authorized leave of absence, shall be deemed as abandonment. Unless an emergency accounts for the unit member's inability to notify the District, such abandonment shall result in discipline in the form of termination. The above provisions do not constitute a waiver of the employee's right to due process.

### **PAID LEAVES**

#### **13.1 BEREAVEMENT LEAVE**

13.1.1 Unit members who are absent from duty because of bereavement shall be allowed full pay for a period not to exceed seven (7) continuous workdays. Bereavement leave must be taken at the time of the death or serious illness when death is imminent. In situations involving unusual or extraordinary circumstances, employees may contact their immediate supervisor to make arrangements to distribute bereavement leave in other than a continuous manner.

13.1.2 Bereavement is defined as that occasioned by death or serious illness when death is imminent of relatives or persons shown in the following categories:

a. Employee or Spouse

1. Parent
2. Grandparent
3. Grandchild
4. Brother
5. Sister

b. Employee Only

1. Spouse
2. Son-in-law
3. Daughter-in-law
4. Person who resides in the household of the

- |                  |                   |
|------------------|-------------------|
| 6. Niece         | employee          |
| 7. Nephew        | 5. Sister-in-law  |
| 8. Son           | 6. Brother-in-law |
| 9. Daughter      |                   |
| 10. Foster Child |                   |
| 11. Stepchild    |                   |
| 12. Stepparent   |                   |
| 13. Stepbrother  |                   |
| 14. Stepsister   |                   |

Unit members requesting bereavement leave shall fill out the District/CSEA approved form. A Supervisor or Human Resources may require written verification of the death or serious illness when death is imminent of the relative or persons names in 13.1.2.

## 13.2 INDUSTRIAL ACCIDENT OR ILLNESS LEAVE

13.2.1 Industrial accident or illness leave shall be provided in accordance with the provisions of the California Education Code, Section 45192, and the following rules and regulations:

- (a) Allowable leave shall not exceed 60 working days in any one fiscal year for the same accident.
- (b) Allowable leave shall not be accumulative from year to year.
- (c) Industrial accident or illness leave will commence on the first day of absence.
- (d) Payment for wages lost on any day shall not, when added to an award granted the employee under the worker's compensation laws of this State, exceed the normal wage for the day.
- (e) Industrial accident leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under workers' compensation.
- (f) When an industrial accident or illness occurs at a time when the full 60 days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.
- (g) The industrial accident or illness leave of absence is to be used in lieu of entitlement acquired under Education Code, Section 45191. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used; but if an employee is receiving workers' compensation the person shall be entitled to use only so much of the person's accumulated compensating time, vacation or other available leave which, when added to the workers' compensation award, provide for a full days wage or salary.
- (h) Periods of leave of absence, paid or unpaid, shall not be considered

to be a break in service of the employee.

- (i) During all paid leaves of absence, whether industrial accident leave as provided in this section, sick leave, vacation, compensated time off or other available leave provided by law or the action of a governing board, the employee shall endorse to the District wage loss benefit checks received under the workers' compensation laws of this State. The District, in turn, shall issue the employee appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions.

Reduction of entitlement to leave shall be made only in accordance with this section.

- (j) When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of the person's position, the person shall, if not placed in another position, be placed on a reemployment list for a period of 39 months. When available, during the 39-month period, the person shall be employed in a vacant position in the class of the person's previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case the person shall be listed in accordance with appropriate seniority regulations.
- (k) Any employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the governing board authorizes travel outside the State.
- (l) An employee who has been placed on a reemployment list, as provided herein, who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed.

13.2.2 To be eligible for the benefits by this "Industrial Accident or Illness Leave" the bargaining unit member must be a part of the classified service of this District. Such bargaining unit members shall be entitled to these industrial accident or illness leave provisions from the first day during which they are employed as a part of said classified service.

### 13.3 JURY DUTY LEAVE

13.3.1 A unit member shall be granted a leave of absence when called for a tour of jury duty in the manner provided by law.

13.3.2 Any unit member called to jury duty shall submit to the District the jury duty notice for an approved absence for this purpose and shall submit such notice to the District on the workday following his/her receipt of such notice or provide notice five (5) days prior to the first day of jury duty.

- 13.3.3 A unit member who has been granted jury duty leave shall report for work with the District on any workday during which the member is not required to appear for scheduled jury service. The unit member shall submit verification of jury duty attendance to the District.
- 13.3.4 A unit member whose regular assignment is anything other than regular business hours who has been called to jury duty shall be excused from work on any day on which that unit member is required to appear for Jury Duty.
- 13.3.5 A unit member whose regular assignment is during normal school or business hours who is called for Jury Duty at Night Court shall be excused for the last one-half (1/2) of the workday on which the unit member is required to appear for Jury Duty, and the first one-half (1/2) of the workday on the day after the unit member is required to appear for jury duty.
- 13.3.6 Any member, while serving on jury duty, shall receive his or her regular salary from the District and shall remit to the District all fees, exclusive of mileage, received by the unit member for jury service.

#### 13.4 PERSONAL BUSINESS LEAVE

- 13.4.1 A unit member who requests permission to leave the assigned work area for necessary personal business reasons for a period not exceeding one hour may do so no more than 24 occasions in a year, without loss of pay provided that no paid substitute time is requested or required.
- 13.4.2 A unit member who requires personal business leave for a period exceeding one hour but not exceeding four hours may do so not to exceed the amount equal to the number of months worked in a fiscal year, after receiving prior approval from the unit member's immediate supervisor and may make up hours at such times as may be approved by the immediate supervisor. Requests for such absence shall have been submitted to the immediate supervisor in writing at least one school day in advance of the time requested except in an emergency. Such absence need not be reported as long as it is made up under these conditions.
- 13.4.3 If time is not made up in accordance with Section 13.4.2, then salary shall be deducted for such absence as reported on the time sheet.
- 13.4.4 A unit member requesting one or more full days of personal business leave shall submit such request in advance, in writing, to the Superintendent.
- 13.4.5 For personal business leaves of one or more full days, a full day's salary deduction shall be made for each such workday.

- 13.4.6 It is agreed and understood that unpaid personal business days are to be limited to three days per year, unless a specific request for up to two additional days is approved by the Superintendent.

### 13.5 PERSONAL NECESSITY LEAVE

- 13.5.1 A unit member may elect, during any school year, to use up to ten (10) days of accumulated sick leave in cases of personal necessity when such cases of personal necessity are defined as follows:
- (a) *“Death in Immediate Family”*  
Death of a member of the employee’s immediate family when the number of days exceeds the number provided for in Article 13, Sections 13.1.1 and 13.1.3. Members of the immediate family shall include those relatives and persons enumerated in Article 13, Section 13.1.2.
  - (b) *“Accident of Emergency Nature”*  
Accident not otherwise chargeable to an illness or injury leave, involving the employee’s person or property, or the person or property of a member’s immediate family, of such an emergency nature as to require the attention and presence of the employee during his working day.
  - (c) *“Court Appearance”*  
Appearance in court as a litigant; or as a witness under an official order. (A litigant is a party to the action such as the plaintiff or defendant.)
  - (d) *“Illness in Immediate Family”*  
Acute illness of a member of the immediate family requiring professional treatment or hospitalization, and of such an emergency nature as to require the presence and attention of the employee during the employee’s working day.
  - (e) *“Home in Danger”*  
Imminent danger to the home of the employee, serious in nature, and which requires the presence of the employee during the employee’s normal working day.
  - (f) *“Fatherhood”*  
Personal presence of the father at the time of birth of a child or when birth is imminent.
  - (g) *“Funeral Attendance”*  
Actual attendance at the funeral of a distant relative, friend, neighbor, employee or other acquaintance.
  - (h) *“Transportation Difficulties”*

Unforeseen circumstance involving transportation or storm conditions that prevent the individual from traveling to and from work.

(i) *“Specific Family Responsibilities”*

Specific family responsibilities or family business imperatives which require the personal presence of the employee during working hours. Such leave may be used when an employee has received a notice of complete layoff for the purpose of occupational investigation.

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 spouse’s business, profession or avocation or attending to matters which could reasonably be scheduled outside of working hours.

(j) *“Discretionary Days”*

Three (3) days of personal necessity leave of ten (10) days allowable may be utilized at the unit member’s discretion upon the following conditions:

1. Such days shall be charged against the unit member’s unused sick leave.
2. Forty-eight (48) hours written notice shall be required unless extenuating circumstances occur which prevent such notice being given; in that event, the unit member shall make every reasonable effort to give advance notice.
3. There shall be no accumulation from year to year of such days.
4. Immediate Supervisor retains the right to refuse the unit member to utilize a certain day if, in the opinion of the Immediate Supervisor, too many unit members simultaneously select the same day.
5. The unit member shall not be required to give reasons for the use of such day.
6. 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 spouse’s business, profession or avocation, work stoppage or other

concerted activities or attending to matters which could reasonably be scheduled outside of working hours.

### 13.6 PREGNANCY DISABILITY LEAVE

- 13.6.1 Employees covered by this Agreement shall be entitled to use personal illness leave (sick leave) as set forth in this Agreement for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves 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 recovery therefrom.
- 13.6.2 The length of such pregnancy disability leave, including 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; provided, however, that the District Management may require a verification of the extent of such disability by means of a physical examination of the employee by a physician who is a specialist in the area of said disability; said specialist to be appointed by and paid by the District.
- 13.6.3 The results of such examination by a specialist appointed and paid by the District shall be made available to the employee and the employee's attending physician at the earliest possible date, but in any case within a period of twenty (20) workdays immediately following the date of the request for said examination. The employee shall not be penalized by any loss of salary while awaiting the results of an examination by the District's specialist, or be required to use up additional days of the employee's sick leave while awaiting the results of such examination unless the outcome of the examination verifies that the disability still exists to the extent that the employee is unable to perform the individual's duties.
- 13.6.4 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 recovery therefrom, 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; provided, however, that the district management may require a verification of the extent of disability according to the same procedures as outlined in Section 13.6.2 and 13.6.3 above.

- 13.6.5 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 in order that leaves of absence for disabilities caused or contributed to by pregnancy, miscarriage, or childbirth be treated the same as leaves for other illnesses, injuries, or disabilities.
- 13.6.6 An employee on pregnancy disability leave for 190 days 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 as determined by the District.
- 13.6.7 The salary range position and movement of an employee shall not be interrupted due to pregnancy disability leave of 190 consecutive days or less.

13.7 SICK LEAVE FOR PERSONAL ILLNESS OR INJURY

- 13.7.1 A unit member employed five (5) full days per week shall be entitled to twelve (12) days of leave of absence for illness or injury (exclusive of all days the individual is not required to render service to the District) with full pay for a full fiscal year of service.
- 13.7.2 A unit member employed five (5) full days per week, but for less than a full fiscal year, shall be entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of months the individual is actually employed bears to twelve (12) months.
- 13.7.3 A unit member employed less than five (5) full days per week shall be entitled, for a full fiscal year of service, to that proportion of twelve (12) days leave of absence for illness or injury as the number of days the individual is employed per week bears to five, and, when such persons are employed for less than a full fiscal year of service, this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled.
- 13.7.4 Pay for any day of such absence shall be the same as the pay which would have been received had the unit member served during the day.
- 13.7.5 Credit for leave of absence need not be accrued prior to taking such leave, and such leave of absence may be taken at any time during the year. However, a new employee shall not be eligible to take more than six (6)



days, or the proportionate amount of which the employee may be entitled under this section, until the first day of the calendar month after the completion of six (6) months of active service with the District.

- 13.7.6 If a unit member does not take the full amount of sick leave for illness or injury as allowed in any year under this section, the amount not taken shall be accumulated from year to year. Any employee with twenty-four (24) or more days of accumulated sick leave may choose to convert up to twelve (12) days of accumulated sick leave to vacation days. Such conversion shall be at the rate of two (2) sick leave days for each day of vacation. The term “days” as used in this section shall be defined as the number of hours the employee in question is regularly assigned at the time of the request.
- 13.7.7 After all accumulated sick leave has been exhausted, a regularly employed unit member shall be entitled to extended sick leave benefits as follows:
- (a) A unit member shall be compensated at a rate equal to fifty percent (50%) of their regular salary for days of absence due to personal illness or injury not in excess of a total of one hundred (100) days in any fiscal year. Each fiscal year shall be considered a new one hundred (100) day period and subsequent half-paid days of sick leave shall apply for the same employee.
  - (b) The half-pay days of sick leave authorized shall be exclusive of any other paid leave, holiday, or vacation time to which the employee may be entitled.
  - (c) A unit member utilizing this leave under 13.7.7 (a) shall provide to their immediate supervisor verification of absence due to illness or injury for any period of more than three (3) consecutive workdays, or five (5) total workdays within a single calendar month, by means of a written statement from the attending physician which verifies the employee’s illness or injury.
- 13.7.8 The following rules and regulations shall serve to require and prescribe the manner of proof of illness or injury of a unit member, but such rules and regulations shall not discriminate against the evidence of treatment and the need therefore by the practice of the religion of any well-recognized religious sect, denomination, or organization; and nothing in this section shall be deemed to modify or repeal any division of law set forth in Article 3, Division 3 of the California Health and Safety Code:

- (a) Verification of absence due to illness or injury for a period of five (5) consecutive days or more than seven (7) workdays within any calendar month shall be provided to the immediate supervisor by means of a written statement from the attending physician which verifies the employee's illness or injury.
- (b) For absences due to illness or injury exceeding ten (10) consecutive work days, an employee's ability to return to work shall be verified by a completed District Certificate for Return to Work (see Exhibit K), signed by the attending physician.
- (c) Notwithstanding the foregoing rules and regulations, a member of the bargaining unit shall, at the request of the Superintendent or delegated administrative representative, consult with and/or be examined by a District appointed physician at District expense in the event that the absence of the employee is in excess of ten (10) consecutive workdays, or that the employee's work record reflects a history of brief, repeated absences due to illness or injury.
- (d) 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, the unit member shall not be penalized by any loss of salary, or be required to use up additional days of sick leave while awaiting the results of an examination by a District appointed physician, unless such examination verifies that illness or injury still exists to the extent that the employee should not return to work.

13.7.9 An employee on sick leave 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 as determined by the District.

## 13.8 CATASTROPHIC SICK LEAVE BANK

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

13.8.1 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.

- 13.8.2 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.
- 13.8.3 The use of the catastrophic sick leave bank shall only be available to those bargaining unit members who have made a deposit of at least four (4) hours to the bank.
- 13.8.4 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.
- 13.8.5 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.
- 13.8.6 Unit members may deposit sick leave in four (4) hour increments according to the following regulations:
- (a) a unit member with an accumulated sick leave of between 20 and 60 hours may deposit four (4) hours.
  - (b) a unit member with an accumulated sick leave of between 61 and 100 hours may deposit up to eight (8) hours.
  - (c) a unit member with an accumulated sick leave of 101 hours or more may deposit up to 10% of his/her sick leave.
- 13.8.7 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 13.8.4 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 200 hours.
- 13.8.8 Unit members wishing to use this catastrophic sick leave bank must submit a letter to Human Resources 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.

- 13.8.9 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 said period.
- 13.8.10 Any unit member who receives paid catastrophic sick leave shall first use any leave credits that he or she continues to accrue on a monthly basis prior to receiving paid catastrophic sick leave.
- 13.8.11 Any unit member who applies for catastrophic sick leave understands that he/she waives any right to privacy concerning the communication of the circumstances and factors contemplated herein to the members of the Joint Committee provided for in 13.8.4 above.
- 13.8.12 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.
- 13.8.13 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.
- 13.8.14 This catastrophic sick leave section shall not be subject to the provisions of Article 17: Grievance Procedure of this Agreement

### 13.9 PARENTAL LEAVE

- 13.9.1 Definition of Parental Leave: For the purposes of this Article, "parental leave" is defined as "leave for reason of the birth of a child of the employee, or the placement of a child with employee in connection with the adoption or foster care of the child by the employee".

13.9.1.A Effective January 1, 2017, as provided by Education Code section 45196.1, the employee shall be entitled to parental leave as set forth in this section.

- 13.9.2 All full-time and part-time employees who have been employed for 12 months with the Employer are entitled to utilize parental leave. There is no threshold number of hours that part-time employees, as well as full-time employees, must work in order to be eligible for parental leave.

- 13.9.3 For purposes of this section, “parental leave” means leave for bonding with the employee’s newborn child, or with a newly placed child in the employee household for adoption or foster care. Parental leave does not include leave taken for the employee’s disability due to pregnancy, childbirth, or recovery therefrom.
- 13.9.4 The employee must give the District at least 10 workdays advance written notice of his or her intention to use the parental leave and the anticipated dates of leave except for extenuating circumstances or in cases where a mutual agreement is reached to shorten the 10 workdays advance notice. If an agreement between the employee and the District can’t be reached with regard to extenuating circumstances CSEA shall be notified within 1 workday to discuss the matter.
- 13.9.5 Employees shall use current and accumulated sick leave for parental leave, for up to 12 workweeks.
- 13.9.5.A. When both parents of the child are employed by the same employer, the parents may request 12 workweeks each for parental bonding.
- 13.9.6 When an employee with at least one year of District service has exhausted all current and accumulated sick leave and continues to be absent on account of parental leave, he or she shall be entitled to fifty percent (50%) pay for the remainder of the 12-work week leave. An employee may supplement the fifty percent (50%) pay with accrued vacation leave.
- 13.9.7 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 2 weeks duration; however, the employee may take parental leave in increments of less than 2 weeks on up to two occasions.
- 13.9.8 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 may not exceed 12 workweeks in any 12-month period.

## **UNPAID LEAVES**

### **13.10 HEALTH LEAVE**

- 13.10.1 A leave of absence without pay may be requested by a unit member who is physically unable to work. A substantiating written statement from a licensed physician must accompany the employee’s request.

- 13.10.2 This regulation shall not discriminate against evidence of treatment and the need, therefore, by the practice of religion of any well-recognized church or denomination.
- 13.10.3 In any case where questions arise, the District may request that the employee be examined by a physician employed by the Burbank Unified School District.
- 13.10.4 Such leaves shall not be granted for longer than 190 consecutive workdays, nor shall time spent on health leave be credited towards salary advancement, longevity, vacation or accumulation of sick leave.
- 13.10.5 An employee on health leave shall be permitted to participate in the District insurance program by making timely premium payments directly to the District.
- 13.10.6 It is understood and agreed as follows: there is no guarantee that an employee shall return to the same position. In each case, the needs of the District shall receive primary consideration in reassigning employees returning from leave. The employee shall, however, be entitled to a comparable assignment as determined by the District.
- 13.10.7 An employee returning from a health leave shall provide the District with written notice of availability to return to work. This written notice shall be given to the District at least two (2) working days prior to first available date of return. The notice must be accompanied by a written verification by the employee's physician that the employee may return to work without restriction.

#### 13.11 HOME RESPONSIBILITY LEAVE

- 13.11.1 A leave of absence without pay, without credit towards advancement on the salary schedule and without longevity, vacation or accumulation of sick leave, may be granted to permanent employees for the purpose of home responsibilities such as prolonged illness of a family member, preparation for childbirth, care of children, or for other reasons which justify the employee's release from school District responsibilities.
- 13.11.2 Such leave may be granted for up to 190 consecutive workdays.
- 13.11.3 An employee on home responsibility leave shall be permitted to participate in the District insurance program by making timely premium payments directly to the District.
- 13.11.4 There is no guarantee that an employee shall return to the same job location. In each case, the needs of the District shall receive primary consideration in reassigning employees returning from leave. The

employee shall be entitled to an assignment in the same job classification.

- 13.11.5 Upon request, the Board of Education may extend a home responsibility leave for up to one hundred ninety (190) consecutive workdays. The actual length of such leave may be varied at the discretion of the Board of Education, based on the interests of the District.

#### 13.12 MILITARY LEAVE

- 13.12.1 Military leave shall be granted in accordance with Education Code Section 44800 and Military and Veterans Code Sections 395 through 395.4.

#### 13.13 FAMILY CARE AND MEDICAL LEAVE

- 13.13.1 It is the intent of this provision to be consistent with Government Code section 12945.2, and it shall be interpreted so that there will be no violation of that law.

- 13.13.2 An employee with more than twelve months service with the District who has worked at least 1,250 hours in the previous 12-month period shall be granted an unpaid family care to leave up to a total of twelve (12) weeks in any twelve (12) month period pursuant to the requirements of this provision.

For purposes of this provision the term “family care and medical leave” means either (a) leave for reason of the birth of a child of the employee, the placement of a child with an employee in connection with the adoption of the child or foster care of the child by the employee, or the serious health condition of a child of the employee; (b) leave to care for a parent or spouse who has a serious health condition; or (c) leave because of serious health condition that makes the employee unable to perform the functions of the position of that employee, except for leave taken for disability on account of pregnancy, childbirth or related medical conditions.

An unpaid family care and medical leave for the birth, adoption, or placement of a child must commence within one (1) year of the qualifying event.

- 13.13.3 An unpaid family care leave shall be treated as any other unpaid leave. During an unpaid family care 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 leave shall have no less seniority than when the leave commenced.

- 13.13.4 If an employee’s need for an unpaid family care leave is foreseeable, the 71

employee shall provide the District with reasonable advance notice of 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.

- 13.13.5 The District requires that an employee's request for an unpaid family care leave for the purpose of caring for a child, spouse 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 this condition.

For a leave based upon caring for a child, spouse 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 an initial certification.

- 13.13.6 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.



- 13.13.7 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.
- 13.13.8 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 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 other 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 "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.
- 13.13.9 To the maximum extent permitted by law, any paid or unpaid leave otherwise granted by this Agreement shall be credited toward the leave provided for in paragraph 13.12. Thus, Family Care and Medical Leave will run concurrently with the leave(s) granted pursuant to the other sections of this Article. This section does not apply to workers' compensation benefits.
- 13.13.10 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 9. 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.

13.13.11 If both parents are employed by the District, the District shall not be required to grant leave in connection with the birth, adoption, or foster care of a child that would allow the parents family care and medical leave totaling more than twelve (12) work weeks within a twelve (12) month period.

13.13.12 Upon the termination of the leave, an employee shall have a right to reinstatement in the same or equivalent position s/he occupied prior to the leave. For the purposes of this section, same or equivalent position means a position that has the same or similar duties, hours, shift, and pay which can be performed at the same or similar geographic location 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 an equivalent position if all 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.

13.13.13 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.

13.13.14 An employee using unpaid leave under Article 13.12 for the serous health condition of a child, parent or spouse is not entitled to additional leave under Article 13.10, Home Responsibility Leave, for the same reasons for a period of twenty-four (24) months.

#### 13.14 CAREER ADVANCEMENT LEAVE

Unit members enrolled in a courses, workshops, and seminars sponsored by accredited and/or licensed adult education programs, junior colleges, colleges, universities, trade schools, or other private organizations, which are directly related to an employee's job or promotional opportunities within the District may take a one-time leave of absence, up to one year, without pay. In the event that courses require additional time for completion, a unit member may apply for up to an additional six (6) months extension of this unpaid leave or absence. Unit members returning from such leave shall be returning to the same job classification, when possible, as they held prior to such leave.



## **ARTICLE 14 - TRANSFERS**

- 14.1 A transfer is defined as a change of job site within the same position classification.
- 14.2 In the event of a vacancy to a position, the District shall distribute announcements of the job vacancy through the school mail service and for posting in places where unit members work. The announcement of the job vacancy shall remain posted in such places for not less than five (5) consecutive workdays.
- 14.3 If for any reason a vacancy for the same position arises within 30 days of the individual's acceptance of the position, the District shall consider the other employees who interviewed for the position. If no employee who interviewed for the position is offered or any such employee refuses the position, the District shall again post the vacancy and comply with the procedures of this Article.
- 14.4 **DISTRICT INITIATED TRANSFER**
- 14.4.1 The District shall initiate a transfer when, in the sole judgment and discretion of the District, a transfer is in the best interests of the District and/or the unit member. Prior to such transfer and upon the request of the unit member, the Administration shall confer with the unit member to be transferred and explain the reasons for said transfer.
- 14.5 **EMPLOYEE INITIATED TRANSFER**
- 14.5.1 The District shall first offer transfer opportunities to bargaining unit members who have worked for the District for a period of not less than five (5) years and are a permanent employee currently employed by the District. The hours of the position sought may not exceed the number of hours of the employee's current assignment. This would not prevent the employees from receiving a potential increase in additional days and/or months.
- 14.5.2 A bargaining unit member who is currently on an assistance plan, or who has received one (1) or more Letter(s) of Reprimand or Suspension(s) without pay within the year preceding the posting of the vacancy, is not eligible for a transfer.
- 14.5.3 Once a bargaining unit member has been placed on an assistance plan, the bargaining unit member shall not be eligible for a transfer until the successful completion of the assistance plan (as defined in Article 18.8), and the bargaining unit member has had an overall rating of 3 (average) or above for one (1) year.

- 14.5.4 The provisions of Article 14.5.1, 14.5.2, and 14.5.3 above shall not preclude any employee from applying for a vacancy.
- 14.5.5 When more than one unit member applies for a transfer, the District shall select for that vacancy the unit member who, in the sole judgment and discretion of the District, is best qualified to fill the vacant position.
- 14.5.6 When in the judgment of the District two or more competing unit members are found to be equally qualified, the unit member with the greater length of service for the District shall be selected to fill the vacancy. For the purpose of this clause “length of service” shall begin from the date upon which the unit members first commenced their most current unbroken service to the District. For the purpose of this clause, a break in service shall occur when a unit member is terminated, or resigns, or is laid off for more than thirty-nine (39) consecutive months.
- 14.5.7 After 14.5.1 has been complied with, nothing in this Article shall be interpreted or implied to prohibit the District from filling vacancies and/or new job positions by recruitment outside of the District.
- 14.5.8 Unit members on any leave who wish to be notified of vacancies shall so notify the District, in writing, and indicate the appropriate address to which a job vacancy announcement should be sent. When this is done, the District shall send a copy of the posting to unit members who have submitted such requests.
- 14.5.9 A unit member who is granted a transfer involving a change in shift or change in job site may not transfer for thirty-six (36) calendar months. A unit member who is granted a transfer involving an increase in hours may not transfer for six (6) calendar months.



## **ARTICLE 15 - LAYOFF AND REEMPLOYMENT**

### **15.1 DEFINITIONS**

#### **15.1.1      *“Classification”***

Means that each position in the classified service shall have a designated title, a regular minimum number of assigned hours per day, days per week, and months per year, a specific statement of the duties required to be performed by the employees in each such position, and the regular monthly salary ranges for each such position.

#### **15.1.2      *“Permanent”***

As used in the phrase “permanent employee” includes tenure in the classification in which the employee passed the required probationary period, and includes all of the incidents of that classification.

#### **15.1.3      *“Regular”***

As used in the phrase “regular classified employee” or any similar phrase, refers to a classified employee who has probationary or permanent status.

#### **15.1.4      *“Demotion”***

Means assignment to an inferior position or status, without the employee’s written voluntary consent.

#### **15.1.5      *“Disciplinary Action”***

Includes any action whereby an employee is deprived of any classification or any incident of any classification in which he has permanence, including dismissal, suspension, demotion, or any reassignment, without his voluntary consent, except a layoff for lack of work or lack of funds.

#### **15.1.6      *“Reclassification”***

Means the upgrading of a position to a higher classification as a result of the gradual increase of the duties being performed by the incumbent in such position.

#### **15.1.7      *“Layoff for Lack of Funds or Layoff for Lack of Work”***

Includes any reduction in hours of employment or assignment to a class or grade lower than that in which the employee has permanence, voluntarily consented to by the employee, in order to avoid interruption of employment by layoff.



## 15.2 NOTICE OF LAYOFF

- 15.2.1 The governing board may lay off and reemploy classified employees for lack of work or lack of funds. Procedures for layoff notice and right to hearing are set forth in Education Code Section 45117.
- 15.2.2 The District shall provide CSEA written notice of expected layoffs two weeks prior to the Board meeting where the layoff will be agendized. The purpose of this advance notice to CSEA is to enable impacts and effects negotiations, including the exploration of alternative cost-saving measures. When possible, notice shall include the following:
1. The specific reasons for the expected layoffs (example: lack of work due to lower than expected enrollment in program)
  2. A list of potentially impacted positions
  3. A current seniority list for the classification
  4. A CSEA bargaining unit vacancy report
  5. The SACS Form A (both adopted budget and unaudited actuals) for the past three years
  6. The SACS Form 01 (both adopted budget and unaudited actuals) for the past three years
  7. The SACS Form 01CS for the current year
  8. The SACS Form 011 from either the First Interim Report or Second Interim Report, if applicable
  9. A list of all limited-term or substitute employees currently providing services CSEA bargaining unit members are qualified to perform
  10. A list of any positions being considered for layoff in other employee groups including management, supervisors, confidential, or certificated.
- 15.2.3 When, as a result of a bonafide reduction or elimination of the service being performed by any department, classified employees shall be subject to layoff for lack of work, affected employees shall be given notice of layoff not less than 60 calendar days prior to the effective date of layoff, and informed of their displacement rights, if any, and reemployment rights.
- 15.2.4 Nothing herein provided shall preclude a layoff for lack of funds in the event of an actual and existing financial inability to pay salaries of classified employees, nor layoff for lack of work resulting from causes not foreseeable or preventable by the governing board, without the notice required. (Education Code, Section 45117)

### 15.3 SENIORITY AND ORDER OF LAYOFF

- 15.3.1 Whenever a classified employee is laid off, the order of layoff within the class shall be determined by length of service. The employee who has been employed the shortest time in the class, plus higher classes, shall be laid off first. Reemployment shall be in reverse order of layoff.
- 15.3.2 For service commencing or continuing after July 1, 1971, "length of service" means date of hire in paid status, whether during the school year, a holiday, recess, or during any period that a school is in session or closed. Time spent on unpaid illness leave, or unpaid industrial accident leave shall not be counted for length of service credit.
- 15.3.3 Credit for service prior to July 1, 1971, shall include regular assigned time in various classes from the first date of the employee's regular employment. If records are available, the service credit shall be computed to date of hire as in Section 15.3.2 above. In the event that records are not available any service in paid status rendered prior to July 1, 1971, shall be considered as being in paid status from date of hire.
- 15.3.4 Time spent in the class between breaks in continuity of employment because of separation from service shall count toward seniority accrual when the separation does not exceed 39 months.
- 15.3.5 Seniority shall include all regular time in a class plus time in higher related classes. In the event of a tie, preference would be given to the employee with the longest total District service.
- If a tie still exists, preference would be given to the employee who had the highest score on the examination for the position. If a tie still exists, the employees would draw lots to determine preference. Time spent on leave without pay shall not be included when computing seniority, but all time spent on approved leaves with pay and on military leave shall count toward seniority accrual.
- 15.3.6 No regular employee shall be laid off from any position while employees serving under limited-term appointment are retained in positions that bargaining unit members are qualified to perform.
- 15.3.7 No regular employee shall be laid off from any position while volunteers are retained in positions whose duties bargaining unit members are qualified to perform.

15.4 The following rules and regulations as set for in Sections 15.5, 15.6, 15.7, 15.8, and 15.9 of this Agreement shall determine the “bumping,” “demotion”, “reemployment”, and other layoff rights of unit members:

15.5 BUMPING RIGHTS

15.5.1 Regular employees who are to be laid off may exercise bumping rights in an equal or lower class in which they have served and hold seniority ~~credit~~ greater than that of an incumbent. The employee to be bumped shall be the one with the least seniority in the class.

15.5.2 An employee laid off for lack of work or lack of funds may bump into a classification he/she previously held, but which has been reclassified to a higher classification as a result of the Joint District/CSEA Reclassification Committee process, only if:

1. there is no less senior employee to bump within the employee’s current classification, and
2. the position description for the reclassified position is not substantially changed as a result of the reclassification process, and
3. the employee meets or exceeds the qualifications for the reclassified position.

In those cases in which a position received reclassification as a result of the Ewing study where the responsibilities were substantially the same after the reclass the employee shall be entitled to seniority in the reclassified title for the entire period in which the employee served in the original classification.

In those cases in which a position received reclassification where the position description for the reclassified position was not substantially changed, the calculation of seniority shall be date of hire in the original classification plus date of hire in classifications higher than the original classification.

15.5.3 An employee who has been bumped shall have the same bumping rights afforded by this rule as if his position had been abolished or discontinued.

15.5.4 Bumping into a lower class shall be considered a voluntary demotion.

15.5.5 When an employee laid off from a given class accepts an assignment in a lower class his salary will be at the higher of:

1. the salary step he held prior to promotion, or
2. the salary step in the higher range at the time of the layoff, not to exceed the last step of the salary range allocated to the lower class to which assigned.

15.5.6 The number of months worked per year shall have no effect in any way on bumping privileges.

## 15.6 LATERAL TRANSFERS

15.6.1 The parties agree that lateral transfers into an equal classification or a demotion into a lower classification in which employees have not worked (only if the position is vacant and if they meet minimum qualifications) is a beneficial option. Neither party shall unreasonably refuse to agree to lateral transfers during layoff impacts and effects negotiations.

1. When lateral transfers are agreed to between the parties, such laid off bargaining unit members taking a voluntary demotion into a different class shall remain on the reemployment list for the classification from which they were demoted or transferred to preserve their return rights. If two bargaining unit members are both eligible for the same lateral transfer or demotion under this section, the conflict shall be resolved by seniority.

## 15.7 DEMOTION TO CLASSIFICATION WITHOUT SERVICE IN THAT CLASSIFICATION

15.7.1 An employee who is laid off may elect demotion to a lower classification in which he had not served in a permanent or probationary status if there is a vacancy in a lower classification and if they qualify for the vacancy. Such qualifications shall include all factors originally included for the classification.

15.7.2 A permanent employee, who is to be laid off, may elect to replace a probationary employee in a lower classification for which they meet the qualifications. Such qualifications shall include all factors originally included for the classification.

15.7.3 Eligibility to demote a lower classification in which an employee has not served in a permanent or probationary status shall be determined by seniority within the District.

15.7.4 An employee who demotes to a lower classification, in which he has not served, shall be considered as probationary in that class.

## 15.8 REEMPLOYMENT AFTER LAYOFF

- 15.8.1 A reemployment list for each class subject to layoff shall be established and maintained for thirty-nine (39) calendar months for regular classified employees.
- 15.8.1 Subsequent vacancies shall be filled from the reemployment lists. The names shall be listed in relative order of seniority.
- 15.8.2 Laid-off employees do not accumulate seniority while on areemployment list.
- 15.8.3 Persons on reemployment lists must be ready, willing and able to accept reemployment in the class within 15 working days after notification of a vacancy. If such person declines a reemployment offer, the next person on the list shall be called. Any such person declining three offers of employment shall be considered unavailable and his/her name shall be removed from the reemployment list.
- 15.8.4 Permanent employees laid off will retain permanent status in the class upon reassignment or reemployment within limitations of this policy.
- 15.8.5 A probationary employee who is laid off during the probationary period shall, in the event of reemployment within thirty-nine (39) calendar months, be required to completeonly the balance of the probationary period.  
  
If the layoff time extends beyond thirty-nine (39) calendar months the probationary period shall start over. Nothing in this agreement shall prevent the District from terminating a probationary employee during their probationary period.
- 15.8.6 Should an individual accept a limited-term assignment during the time he/she is on a reemployment list, his or her name shall remain on the reemployment list. Refusal of a limited-term appointment shall not affect reemployment rights.
- 15.8.7 Absence from duty as a result of layoff shall be considered as unpaid leave and shall not constitute a break of service for purposes of eligibility for employee benefits upon reassignment or reemployment.

## 15.9 RECLASSIFICATION, TRANSFER, REORGANIZATION, POSITION ABOLISHED

- 15.9.1 When reclassification results either in the merger of two or more classes

or the separation of a class into two or more classes, seniority rights of regular employees who are reclassified with their positions shall be computed from the date of their earliest entrance into regular service in such former classes.

15.9.1 An employee transferred from one class to another shall retain his/her seniority in the former class; seniority in the new class shall begin accumulating on the date of the transfer.

15.9.2 In cases of reclassification, reorganization, or abolishment of position, or in cases where the employee is promoted and subsequently terminated during probation, an incumbent's seniority in the class plus higher related classes shall be computed from the date of their earliest entrance into regular service in such former classes.

#### 15.10 REDUCTION IN TIME

15.10.1 Where conditions permit, any employee whose assigned hours were reduced may accept an additional assignment or may accept a substitute assignment to make up for lost hours.

15.10.2 An employee who takes a voluntary reduction in assigned time in lieu of layoff or to remain in his or her present position rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment, without limitation, for an additional period of up to 24 months, sixty-three (63) months total.

#### 15.11 VOLUNTARY DEMOTION

15.11.1 Employees who take voluntary demotions in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to 24 months, sixty-three (63) months total.

#### 15.12 EXPIRATION OF SPECIALLY FUNDED PROGRAMS

15.12.1 When, as a result of the expiration of a specially funded program, classified positions must be eliminated at the end of any school year, and classified employees will be subject to layoff for lack of funds, the employees to be laid off at the end of such school year shall be given written notice on or before April 29, informing them of their layoff

effective at the end of such school year and their rights, if any, and reemployment rights.

- 15.12.2        However, if the termination date of any specially funded program is other than June 30, such notice shall be given not less than 60 days prior to the effective date of their layoff.

#### 15.13 REEMPLOYMENT

Employees who are reemployed within 39 months after separation from the District, or 63 months after a voluntary demotion or reduction in hours in lieu of layoff, reclassification, or reassignment, shall have their seniority restored as though the employee had never been laid off. This means the District shall provide all contractual rights and benefits, such as longevity, vacation accrual rate, and sick leave, as though there was no break in service.

- 15.13.1        Employees who resign from the District to obtain employment outside the District for financial gain and who are subsequently reemployed by the District, shall not be eligible for placement on a grandfathered range. Exceptions to this provision shall be negotiated between the District and the Association.

#### 15.14 BENEFITS

- 15.14.1        For involuntary layoffs of bargaining unit employees that are effective on or after the effective date of this Agreement, District payment of its share of premiums for health care, dental care, vision care and life insurance of said employees will continue for two months following the effective date of the layoff at the level of benefits prior to the layoff.

Employees who wish to add an additional month of health care benefits, must enroll in and pay for COBRA and submit documentation to the Benefits Office to receive reimbursement. Employee contributions to premium payment for such benefit plans shall be paid to the District in sufficient time to be forwarded to the applicable carrier.

If an employee is completely laid off and is participating in CalPERS medical benefits they will have the same continued coverage subject to CalPERS guidelines. If the employee has contributed benefit premiums that exceeds CalPERS guidelines it will be refunded in the last paycheck to the employee. If the premium contribution is made with pre-taxed dollars, the refunded premiums are subject to state and local taxes. If the contribution is taxed the refund is not subject to further taxation.

- 15.14.2 Prior to any layoff, an employee shall be entitled to use his/her available personal necessity leave days to seek other employment.

#### 15.15 RECLASSIFICATION

The District may reclassify upward or downward the salary range for any vacant position subject to appropriate written notice and negotiations if requested by CSEA. A vacant position is one which does not contain bargaining unit members. Prior to such reclassification the District shall notify CSEA. CSEA, if it desires to negotiate the reclassifications, shall state its desire to negotiate in writing to the District within ten days of receipt of notice from the District.

The District may establish new classifications and initial salary ranges for such classifications. CSEA, if it desires to negotiate the salary ranges, shall state its desire to negotiate in writing to the District within ten days of receipt of notice from the District of establishment of the new classifications. Pending a conclusion of negotiations, employees in the new classifications shall be paid on the initial salary ranges established by the District. Notice shall be in writing to the Chapter President and assigned Labor Relations Representative.

#### 15.16 SUBSTITUTE ASSIGNMENTS FOR LAID OFF EMPLOYEES

- 15.16.1 Laid off bargaining unit employees will be given first consideration for available temporary substitute assignments in bargaining unit positions, subject to the following procedures and conditions.

- A. Laid off bargaining unit employees must notify the District in writing within 15 days of the date they were laid off of their interest in serving in substitute positions. They must list each substitute position for which they wish to be considered. Such employees have the obligation to notify the District in writing within 15 days if they become unavailable to accept substitute employment (e.g., they have accepted employment elsewhere) or are no longer interested in such employment.
- B. Laid off bargaining unit employees must keep the District informed in writing of a current local telephone number at which they can be reached and their home address. Failure to do so constitutes waiver of all rights under this Section during a period of layoff.
- C. Before calling other potential substitutes, the District will notify by telephone laid off bargaining unit employees who have totally complied with subparagraphs A and B above of substitute openings in classifications which are equal to or lower than the position held by the employee prior to layoff, and for which the employee meets the minimum qualifications.



- D. The District is obligated to make only one local telephone call to any laid off employee for any one substitute position. The call will be made between 7:30a.m. and 10:00a.m. (except where knowledge of a vacancy does not occur until after that time) to the local telephone number supplied by the laid off employee.

15.16.2 In selecting from among laid off employees for substitute assignments, the District shall consider the following factors, not listed here in order of priority:

- A. Specialized training and experience in the position or family of positions;
- B. Length of service with the District;
- C. Availability for employment;
- D. Ability to perform the duties of the position;
- E. Date of layoff.

15.16.3 Laid off employees shall be entitled to the benefits of Section 15.15 for the entire time they are on a reemployment list or until they are gainfully employed, whichever occurs sooner. Failure to timely notify the District of unavailability to accept substitute employment shall constitute grounds for cancellation of all District benefits provided or to be provided to the laid off employee.



## **ARTICLE 16 - DISCIPLINARY ACTION**

- 16.1 “Disciplinary action” includes any action whereby a bargaining unit member is deprived of any classification or any incident of any classification in which they have permanence, including dismissal, suspension, or demotion without their voluntary consent, except a layoff for lack of work or lack of funds.
- 16.2 The probationary period of a bargaining unit member shall be a period of six (6) calendar months, and shall commence from the hire date of a particular position excluding time served under temporary or substitute employment. The probationary period shall include all work months of the unit member’s assignment (i.e., if an employee is not assigned for summer months, those months shall not count as part of the probationary period). A probationary employee may be terminated at the discretion of the governing board. Each employee shall be deemed permanent on the first day following the completion of the established probationary period.
- 16.3 Just Cause/Due Process: No permanent bargaining unit member shall be suspended, demoted, or dismissed without just cause.
- 16.3.1 Nothing in these rules shall be construed to prevent layoffs for lack of work or lack of funds. (See Article 15: Layoff and Reemployment)
- 16.3.2 In no case shall an employee be disciplined without having been afforded all due process rights to which the employee may be entitled pursuant to this agreement or law.
- 16.4 No disciplinary action shall be taken for any cause which arose prior to the bargaining unit member becoming permanent, or for any cause which arose more than two years preceding the date of the notice unless such cause was concealed or purposefully not disclosed.
- 16.5 Verbal Counseling: Supervisors shall make sincere efforts to counsel bargaining unit members prior to progressive discipline or disciplinary action. Instances of verbal counseling shall not be placed in a unit member’s personnel file. Instances of counseling may be followed up in writing only for record-keeping purposes.
- 16.6 **PROGRESSIVE DISCIPLINE PROCEDURES FOR PERMANENT EMPLOYEES**

The following progressive discipline steps shall normally be utilized, except where the serious nature of the offence, including but not limited to, a safety threat or when mandated by law, requires bypassing steps in progressive discipline.

- 16.6.1 *“Conference Memorandum”*  
After verbal counseling, supervisors shall meet with a unit member and counsel them in writing. The supervisor shall provide the unit member with a Conference Memorandum. The Conference Memorandum shall not be placed in the unit member’s personnel file.
- 16.6.2 *“Written Reprimand”*  
Written reprimands will not be used unless the unit member has received

a Conference Memorandum about similar actions within the last twelve (12) months. The unit member will sign the reprimand to acknowledge receipt and a copy may be placed in the unit member's personnel file.

Upon entry of a Written Reprimand into the personnel file, all documentation of prior verbal counseling and Conference Memoranda about similar actions may also be placed in the personnel file.

- 16.6.3        *"Suspension Without Pay, Demotion, Dismissal"*  
Suspension, demotion, dismissal will not be used unless the unit member has received a written reprimand about similar actions within the last twelve (12) months.
- 16.6.3.1      Suspension means the temporary removal of an employee from his/her position with loss of pay as a disciplinary measure.
- 16.6.3.2      Demotion means assignment to a lower classification or salary status, without the employee's written consent.
- 16.6.3.3      Dismissal means separation, discharge, or permanent removal of an employee from his/her position, without the employee's written consent.

## 16.7    NOTICE OF PROPOSED DISCIPLINARY ACTION

Notice of Proposed Disciplinary Action will be made in writing and served in person or by certified mail upon the unit member by the superintendent or designee. The notice of disciplinary action will contain:

- 16.7.1        A statement of the specific acts or omissions upon which the action is based;
- 16.7.2        A statement of the cause(s) for which the action is recommended;
- 16.7.3        The Education Code section, policy, rule, regulation, or directive violated;
- 16.7.4        The penalty proposed and effective date;
- 16.7.5        Copies of the documentary evidence upon which the recommendation is based;
- 16.7.6        A statement of the unit member's right to challenge the proposed action by requesting a Skelly Conference and/or arbitration pursuant to Article 17, Grievance Procedures, subject to 16.11 below.
- 16.7.7        Information about the employee's right to present information relative to the causes and charges for disciplinary action at a Skelly Conference which shall take place as soon as possible after receipt of the notice.
- 16.7.8        The date, time, and place of the Skelly Conference and notice that failure to appear at a scheduled conference shall be deemed a waiver of the

employee's right to a Skelly Conference.

- 16.7.9 The employee's right to contact CSEA concerning representation and to be accompanied by a representative of the employee's choice.

## 16.8 CAUSES FOR DISCIPLINARY ACTION

One or more of the following causes may be grounds for suspension, demotion, or dismissal of any bargaining unit member who is a permanent employee of the District:

- 16.8.1 Incompetency or inefficiency in the performance of the duties of his/her position.
- 16.8.2 Insubordination (including, but not limited to, refusal to do assigned work).
- 16.8.3 Carelessness or negligence in the performance of duty or in the care or use of District property.
- 16.8.4 Discourteous, offensive, or abusive conduct or language toward other employees, pupils, or the public.
- 16.8.5 Dishonesty.
- 16.8.6 Drinking alcoholic beverage on the job, or reporting to work while intoxicated.
- 16.8.7 Arrest or conviction of the possession or use of controlled substances, as defined in Education Code Section 44011.
- 16.8.8 Personal conduct unbecoming an officer or employee of the District.
- 16.8.9 Engaging in political activity during assigned hours of employment.
- 16.8.10 Conviction of any crime involving moral turpitude.
- 16.8.11 Arrest for a sex offense as defined in Education Code Section 44010.
- 16.8.12 Repeated and unexcused absence or tardiness.
- 16.8.13 Abuse of illness leave privileges.
- 16.8.14 Falsifying any information supplied to the School District, including, but not limited to, information supplied on application forms, employment records, or any other School District records.
- 16.8.15 Persistent violation or refusal to obey safety rules and regulations made applicable to public schools by the governing board or by an appropriate federal, state, or local governmental agency.
- 16.8.16 Offering of anything of value or offering any service in exchange for special treatment in connection with the employee's job or employment,

or the accepting of anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public.

- 16.8.17 Willful or persistent violation of the Education Code or rules of the governing board.
- 16.8.18 Any willful failure of good conduct tending to injure the public service.
- 16.8.19 Abandonment of position.
- 16.8.20 Advocacy of overthrow of federal, state, or local government by force, violence or other unlawful means.
- 16.8.21 Unlawful sexual intercourse with a minor.

#### 16.9 SKELLY CONFERENCE

The employee shall be provided an opportunity to respond to the Notice of Proposed Disciplinary Action to the Skelly Officer in a meeting or in writing. An employee shall have the right to representation at any such meeting. The Skelly conference is informal and not a formal evidentiary hearing.

- 16.9.1 After the employee has had an opportunity to respond to the Notice of Proposed Disciplinary Action or has waived the opportunity to respond.
- 16.9.2 The Skelly Officer's recommendation and the administration's decision whether to proceed with the proposed decision shall be provided to the employee no later than five (5) business days following the Skelly Conference.

#### 16.10 NOTICE OF RECOMMENDED DISCIPLINARY ACTION

A Notice of Recommended Disciplinary Action will contain:

- 16.10.1 a statement in ordinary and concise language of the specific acts and omissions upon which the disciplinary action is based;
- 16.10.2 a statement of the cause(s) for the action taken;
- 16.10.3 notice of the Education Code section, policy, rule, regulation, or directive violated;
- 16.10.4 The penalty recommended and effective date;
- 16.10.5 Copies of the documentary evidence upon which the recommendation is based;
- 16.10.6 A statement of the unit member's right to challenge the recommended action by submitting a request for hearing to the Superintendent or designee no later than five (5) business days after service of the Notice on the unit member;

- 16.10.7 A card or paper, the signing and filing of which shall constitute a request for hearing and a denial of all charges; and
- 16.10.8 The employee's right to representation through the discipline process.

16.11 HEARING PROCEDURES

If a request for hearing is timely filed, the Hearing will be conducted in the following manner:

- 16.11.1 Representatives of the employee and the Board of Education shall select a hearing officer. The District and the employee's representative shall each obtain/maintain a list of five hearing officers from the American Arbitration Association or the California Mediation and Conciliation Board. Selection shall be made by mutual agreement or by alternately striking one name from the list until only one name remains.
- The hearing officer shall be considered the designee of the Board of Education to conduct the hearing and report findings, conclusions and recommendations to the Board of Education and the employee's representative.
- 16.11.2 The employee shall appear in person on his/her own behalf and may be represented by a designee of CSEA, the exclusive representative, or an employee may elect to seek representation outside of CSEA. The District and the employee's representative shall have the right to call witnesses, to cross examine witnesses, to present such exhibits and/or other evidence as may be ruled relevant to the case.
- Technical rules of evidence shall not apply. Counsel/representative for the respective parties shall exchange witness lists at least five (5) working days prior to the hearing.
- 16.11.3 The hearing shall be held at the earliest convenient date, considering the established schedule of the hearing officer and availability of counsel and witnesses. The employee shall be given notification of the hearing date at least ten (10) working days prior to the hearing.
- 16.11.4 At the conclusion of a hearing, the hearing officer shall provide to the Board of Education a proposed decision to sustain, reject, or modify the proposed discipline based on the preponderance of the evidence.
- 16.11.5 The decision of the Board of Education as to the sufficiency of the cause for disciplinary action, as well as the level of discipline imposed, shall be conclusive and shall not be subject to the grievance process outlined in Article 17 of this agreement.
- 16.11.6 No disciplinary action shall be implemented prior to action by the Board of Education.

16.12 EMPLOYMENT STATUS PENDING HEARING

An employee who has requested a hearing regarding a recommendation of disciplinary action shall remain on paid administrative leave or in status and shall remain responsible for fulfilling the duties of the position pending the hearing. Active duty may, at the District's discretion, include a special or changed assignment.

Notwithstanding Section 16.9.1, a unit member may be immediately suspended without pay, pending dismissal, if, in the judgment of the District, they pose a clear and present threat of harm to self or others.





## **ARTICLE 17 - GRIEVANCE PROCEDURES**

### **17.1 DEFINITIONS**

#### **17.1.1 “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.

#### **17.1.2 “Grievant”**

A unit member, group of unit members, or the Association filing a grievance.

#### **17.1.3 “Days”**

A grievant’s working days, or, by mutual agreement, days when the District Office is open for business.

#### **17.1.4 “Immediate Supervisor”**

The appropriate administrator having immediate jurisdiction over the grievant and designated by the District to adjust grievances.

### **17.2 GENERAL PRINCIPLES**

17.2.1 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.

17.2.2 Either party has the right to representation at any step in this procedure. A grievant may represent oneself 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 response shall be made within five (5) days after receipt of the proposed resolution.

17.2.3 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.

17.2.4 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 timeliness of a previously valid filing of the original grievance.

17.2.5 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.

### 17.3 STEPS IN THE GRIEVANCE PROCEDURE

#### 17.3.1 *“Informal Step”*

A required discussion of the allegation between the grievant and the appropriate supervisor in an attempt to resolve the grievance. In order to comply with this section, the grievant must apprise the immediate supervisor that the meeting is for purposes of invoking the Informal Level of the grievance procedures, before the informal level meeting is held.

#### 17.3.2 *“Step 1”*

If the grievance is not settled at the Informal Level, the written grievance shall be filed with the grievant’s immediate supervisor with copies of all materials to the Superintendent and 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 to the Association.

If the grievance does not arise from an alleged contract violation of the immediate supervisor, or if the remedy sought by the grievant is beyond the authority of the immediate supervisor, the grievance may be filed at Step 2 of the grievance procedure. The grievant or the Association shall notify the District’s Head for Human Resources of the grievant’s intent on filing the grievance at Step 2.

#### 17.3.3 *“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 at 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 five (5) days after the conference. Copies of the decision shall be sent to the grievant and to the Association.

#### 17.3.4 “Step 3”

A grievant who is not satisfied with the decision at Step 2 may 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 the Superintendent’s or designee’s decision, 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 limit shall constitute an ultimate withdrawal of the grievance.

17.3.4.1 Within fifteen (15) days after notifying the District of the Association’s request for arbitration, the Association shall contact the Superintendent or designee in order to attempt to agree upon an arbitrator. Failure by the Association to contact the District within fifteen (15) days shall constitute a withdrawal of the request for arbitration.

If no agreement can be reached within ten (10) days, the parties shall request the American Arbitration Association to supply a panel of five (5) 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.

17.3.4.2 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 five (5) 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 procedures shall be the arbitrator.

#### 17.4 AUTHORITY OF THE ARBITRATOR

17.4.1 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.

- 17.4.2 The arbitrator shall be without power or authority to make any decision that requires the District or its administration to do an act prohibited by law, or is in violation of the Agreement.
- 17.4.3 The arbitrator shall have no power to render an award on any grievance initiated before or after the term of this Agreement.
- 17.4.4 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.
- 17.4.5 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.

## 17.5 ARBITRATION PROCEDURE

- 17.5.1 *“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 at Steps 1 and 2.
- 17.5.2 *“Award”*  
The arbitrator shall submit a written award, with supporting findings, to each party within thirty (30) calendar days after submission.
- 17.5.3 *“Cost of Arbitration”*  
The fees and expenses of the Arbitrator shall be borne by the party that does not prevail in the award. 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 same.
- 17.5.4 *“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 forum for resolving the issues contained in the grievance and that the grievant will not resort to any other forum for resolution or review of the issues. The parties do not intend by the provisions of 17.5.4 to preclude the enforcement of an arbitration award in any court of competent jurisdiction.

## 17.6 MISCELLANEOUS

- 17.6.1 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.
- 17.6.2 Time limits set forth in this Article may be extended or shortened by mutual written agreement of the parties. 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.
- 17.6.3 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 and briefs, and/or immediate decision.
- 17.6.4 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 so as to conflict with such duties, reasonable release time without loss of salary will be provided to the grievant and his/her authorized Association representative.
- 17.6.5 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.
- 17.6.6 Form for filling grievances will be prepared jointly by the Association and District. The District will prepare and distribute the grievance forms to the Association and all work-site locations.
- 17.6.7 If a grievant files a grievance and it is later settled or dropped, the same grievant shall not file another grievance concerning the same factual allegations.



## **ARTICLE 18 - EVALUATION PROCEDURES**

- 18.1 The District retains the right to evaluate and assess the performance of each bargaining unit member, subject only to the procedural requirements of this Article. Accordingly, no grievance arising under this Article shall challenge the substantive objectives, standards, or criteria determined by the evaluator or District. Any grievance under this Article shall be limited to the procedural aspects of this Article.
- 18.2 An employee's immediate supervisor shall be the employee's evaluator. The immediate supervisor, for the purpose of evaluation, shall be designated by the District in writing to CSEA by October 15 of each year. Another evaluator may be designated with the employee's consent.
- 18.3 Probationary unit members are evaluated during their probationary period as stated in Exhibit J – Evaluation Form. The Probationary period is six months from date of hire. The evaluator shall meet with the unit member during the first two (2) months of employment to provide assistance to the unit member and to supervise closely the unit member's work.

Eight, Nine, and Ten month unit members shall be formally evaluated at the beginning of the third and fifth months of employment. Eleven and Twelve month unit members shall be formally evaluated at the beginning of the third and fifth months of employment. The probationary period of a unit member shall be extended by the period of time the unit member is absent from duty during the probationary period.

- 18.4 Promoted bargaining unit members serving a six-month period of probation shall be evaluated formally by their evaluator no less than two (2) times during the probationary period as stated in Exhibit J – Evaluation Form. These evaluations shall occur normally at the third and fifth months of the probationary period.
- 18.5 Permanent unit members shall be evaluated formally by their evaluator at least every other year. Unit members who receive a rating of unacceptable shall be formally evaluated annually as stated in Exhibit J – Evaluation Form until the unit member either successfully remediates the poor job performance or until the unit member's service is severed from the District.
- 18.6 Evaluators of all permanent unit members shall have an informal evaluation conference with the unit member during January, February or March of each year following the year a formal evaluation is completed. The informal evaluation may or may not be written, and if written, shall not be placed in the unit member's personnel file in Human Resources. The purpose of this informal conference is to provide unit members with information regarding their job performance.



- 18.7 Formal evaluations shall be prepared in writing by the evaluator on District evaluation forms, and shall be discussed with the unit member in a private meeting. The forms shall be signed by both the evaluator and the unit member. The unit member's signature does not necessarily mean that the unit member agrees with the evaluation, but only that the unit member has received a copy of it and has had the opportunity to discuss it.

One copy of the written evaluation shall be given to the evaluator, one to the unit member, and one copy shall be placed in the unit member's personnel file, pursuant to the provisions of Article 6 of this Agreement. If a unit member disagrees with the evaluation, the unit member may submit within ten (10) working days a written rebuttal to the evaluation. Such written rebuttal shall be placed in the unit member's personnel file, and a copy given to the evaluator.

- 18.8 When an evaluator finds the performance of a unit member to be unacceptable, an Assistance Plan shall be developed to remediate unacceptable performance. The Assistance Plan shall set specific goals of performance and specific time periods for the improvement, including a statement by the supervisor on how the supervisor will assist the employee in attaining an improved performance.

Assistance Plans shall consist of a time period of no less than one month and no more than three months. Assistance Plan Form shall be used by the evaluator with suggestions for improvement of performance and corrective actions as outlined in Exhibit J. The evaluator may prepare any other written progress reports or written statements, or deliver oral reports on unit member's performance as deemed necessary to fulfill the requirements of the assistance plan.

- 18.9 Evaluations should be based upon the evaluator's direct observation and knowledge and not on unsubstantiated charges or rumors. The evaluator may request input from other unit members who have direct supervisory responsibilities over the unit member. Any negative information received by the evaluator from any source regarding the unit member must be investigated by the evaluator in order to substantiate the negative comments prior to incorporating negative comments in the evaluation.

- 18.10 The provisions in this article supersede any contradictory terms or statements in the Classified Employees Performance Evaluation Handbook.



## **ARTICLE 19 - MILEAGE**

- 19.1 Mileage reimbursement for use of privately owned automobiles for travel on school business shall be authorized for specific classified employees subject to approval in each instance by the Board of Education. Such authorization shall be recommended by the Superintendent to the Board of Education. Allowances for such uses shall be based upon actual miles traveled on official school business. The actual rate per mile shall be the rate accepted by the Internal Revenue Service of the United States Government, and shall automatically be adjusted upward or downward in compliance with IRS policy following the final determination by the IRS.
- 19.2 School business mileage is defined as that mileage which accrued in any one day in the performance of the daily work schedule. Such mileage shall be calculated from the regular headquarters of the employee to his various destinations, and return to such regular headquarters. Reimbursement for school business mileage shall be made at the rate accepted by the Internal Revenue Service of the United States Government and shall automatically be adjusted upward or downward in compliance with IRS policy following the final determination by the IRS.
- 19.3 Each employee authorized for reimbursement shall complete a MILEAGE REIMBURSEMENT REQUEST form on the last working day of each calendar month. This form shall include a daily record of miles traveled on school business, whether the miles were in or out of district, request for additional mileage allowance for heavy hauling, if applicable, signature of the employee, and the approval signature of the immediate supervisor. On the first workday of each calendar month, the request shall be forwarded to the Accounting Department in the Division of Business Services for processing and payment.



## **ARTICLE 20 - SAFETY CONDITIONS OF EMPLOYMENT**

20.1 Employees shall not be required to perform tasks in facilities that endanger anyone's life, safety, and/or welfare unless deemed an emergency as defined in Article 10.

20.2 No employees shall be in any way discriminated against as a result of reporting any condition believed to be in violation of Article 20.1. Upon notification, the District shall investigate and determine if there is a correction needed.

### **20.3 SAFETY REQUIREMENTS**

The District and unit members shall conform to and comply with health, safety, and sanitation requirements imposed by Board of Education policy, state or federal laws, orders, and regulations, and local departments of public health.

### **20.4 INJURY & ILLNESS PREVENTION POLICY**

The District is committed to providing a safe and healthful workplace for all of its employees and to providing a safe and healthful facility for students and school site visitors. The state-mandated Injury and Illness Prevention Program (IIPP) addresses responsibility, communication, compliance, hazard assessment, accident/exposure investigation, hazard correction, training and instruction, and record keeping with regard to workplace safety and wellness.

The intent of this program is to prevent and/or minimize the probability of injuries and illnesses to workers, students and visitors, and to comply with applicable State, Federal and local health and safety codes, standards and regulations. To increase the efficacy of the IIPP, all employee groups shall be involved in its ongoing development and annual update, in identifying specific workplace hazards, correcting those hazards, and shall receive regular and effective training.

### **20.5 EMERGENCY SAFETY PROCEDURES**

20.5.1 In the case of fire, flood, epidemic, earthquake, or other natural or human-caused disaster, the District and CSEA will meet to negotiate as soon as possible. The demand to bargain will not interfere with the superintendent's ability to make decisions in an emergency.

20.5.2 The District shall provide, at minimum, one informal update per day to the Chapter President and Labor Relations Representative during such an emergency until it is mutually agreed that the situation does not warrant daily communication.

- 20.5.3 In the event any District facility is closed, or any District operations are curtailed due to any of the events in 20.6.1 , unit members will not suffer any loss of pay or benefits relative to their regular schedules for the period of closure or curtailment unless otherwise negotiated.

## 20.6 INFECTIOUS DISEASE PREVENTION

- 20.6.1 Personal protective equipment shall be made readily available to bargaining unit members as soon as is possible and within reason for the safety crisis.

## 20.7 SAFETY COMMITTEE

A District Safety Committee has been established which includes representation from management and all employee groups. The Committee shall include at least three (3) members appointed by CSEA. The Committee is responsible for determining the minimum number of attendees to have a quorum.

Safety Committee members who willfully neglect their duties or repeatedly fail to attend meetings may be subject to dismissal from the Committee. The Safety Committee will ensure that at least the following are met:

- 20.7.1 The Committee may meet monthly, but no less than three ~~four~~ times a year. The first meeting shall occur before September 30. A schedule shall be established for school year meetings during the first meeting. The program coordinator shall be the Director of Student Services or their designee and shall be responsible for scheduling the first meeting.
- 20.7.2 Minutes or written records are prepared for each meeting showing the safety and health issues discussed. These records shall be made available to bargaining unit members through the use of postings, newsletters or other appropriate written materials. Records of the meetings will be kept on file with the program coordinator for at least three years.
- 20.7.3 The program coordinator shall furnish a summary of safety issue reports collected via We Tip to the Safety Committee.
- 20.7.4 Minutes or records of Safety Committee meetings will be made available to the California Division of Industrial Safety should they be requested.
- 20.7.5 The Committee will review the results of all periodic scheduled workplace inspections.

- 20.7.6 The Committee will review reports of investigations of occupational accidents and causes of any incidents resulting in injury, illness or exposure to hazardous substances. The Committee will submit suggestions to management for the prevention of future incidents.
- 20.7.7 The Committee will review investigations of alleged hazardous conditions brought to the attention of any Committee member.
- 20.7.8 When deemed necessary by the Committee, it will conduct its own inspection and/or investigation to assist in remedial solutions for hazardous conditions made known to any Committee member.
- 20.7.9 Submit recommendations to assist in the evaluation of employee safety suggestions.
- 20.7.10 Communicate with the California State Division of Industrial Safety when requested by the Division to verify abatement action taken by the District pursuant to Division citations.
- 20.7.11 Employees selected for membership on the Safety Committee shall be informed that they or the Committee will not be held liable for any action or omission in connection with the Safety Committee.





## **ARTICLE 21 - RECLASSIFICATION**

### **21.1 INDIVIDUAL BARGAINING UNIT MEMBERS RECLASSIFICATION REQUESTS:**

Members of the bargaining unit having permanent status may request reclassification of the position they occupy by completing and submitting to the Joint Reclassification Committee a Reclassification Request Form. The Joint Reclassification Committee shall, during the month of February, review all requests and determine which shall be granted, denied, or require further study. Requests may be based on the individual position within the classification having changes in the kind and/or level of required duties or required responsibilities or may be based on the entire classification having changes in the kind and/or level of required duties or required responsibilities.

In circumstances where the entire classification has changed in the kind and/or level of required duties or required responsibilities, the District/CSEA negotiations teams, or Joint Reclassification Committee, shall review all classifications in a job family.

Reclassification requests shall not be solely based upon a comparison of external salary data and may not be based upon increased volume of work for which other remedies may exist. Reclassification requests shall be accepted during the period from January 1 through January 31, 1996 and every even year thereafter.

Reclassification requests shall only be considered during odd numbered years for unusual or extraordinary reasons and by mutual agreement of CSEA and the District.

Reclassification requests which do not comply with the established criteria and directions as stated in the reclassification form or which are incomplete shall be rejected. Factors considered by the negotiations teams when evaluating reclassification requests include knowledge, complexity, accountability, and working conditions.

### **21.2 JOINT RECLASSIFICATION COMMITTEE**

#### **21.2.1 *“Committee Membership”***

A joint committee of representatives of the Burbank Unified School District and California School Employee’s Association members shall consist of six voting members. The committee shall be comprised of the Superintendent or designee, CSEA President or designee, 2 District management personnel and 2 CSEA bargaining unit members.

The Superintendent or designee and the CSEA President or designee shall be permanent members of the committee. An alternate for each group shall be identified to replace a member who cannot be present for a meeting. Meetings shall be held at mutually agreed upon dates and times. Additional management personnel and CSEA bargaining unit members may requested to act as resources to present information to the Committee.

### 21.2.2 *“Procedure”*

The joint committee shall meet in February to review reclassification requests submitted. The joint committee shall evaluate all of the following factors in its recommendations for reclassification:

- 1) regularly assigned changes in the kind and/or level of required duties or required responsibilities, including the factors of knowledge, complexity, accountability, and working conditions;
- 2) comparison of external salary data;
- 3) effect of any salary range changes on the internal salary range hierarchy; and
- 4) other pertinent factors.

Recommendations of the Joint Committee shall be presented to the District/CSEA negotiations teams. Any action on salary range changes or job descriptions agreed to by CSEA and the District shall be effective or made retroactive to July 1 of the fiscal year following the date of the reclassification request.

If the Committee cannot agree on a joint recommendation, CSEA or the District may submit a proposal regarding a reclassification request to the District/CSEA negotiations teams. The outcome of a reclassification request shall not be subject to the grievance procedures.

### 21.3 NEWLY CREATED AND VACANT POSITIONS

The District shall have the sole discretion to classify newly created positions including but not limited to establishing or modifying the position description or title. Salary range on the classified salary schedule shall be subject to negotiations between the District and CSEA.

- 21.4 For information purposes, a comprehensive reclassification study was completed in 1987-88 (Ewing Study) and the Joint Reclassification Committee process was established in 1989-90.



## **ARTICLE 22 - REIMBURSEMENT FOR STOLEN TOOLS**

- 22.1 It is the practice of the District to require classified employees in the skilled trades classifications to provide their own personal tools for the performance of that trade. When the District is responsible for the security of a building or District vehicle from which such tools are stolen, reimbursement shall be made under the following conditions:
- A. The employee must have previously submitted a complete list of personal tools used for District business prior to actual break-in. The agreed upon value of the tools must be shown, and the list filed in the Maintenance Office. It must be approved by the Director of Building Services or designee and a signed copy provided the employee. The employee is responsible for updating the list of personal tools.
  - B. A proven break-in into facilities or vehicles and a signed report filed by the employee with the Director of Facilities Services or designee within three (3) working days of the break-in and theft.
  - C. Claims will not be considered for less than \$20 of stolen personal tools.
  - D. Reimbursement will be at replacement value but limited to the amount of loss not covered by the employee's personal insurance.



## **ARTICLE 23 - PROFESSIONAL DEVELOPMENT**

A professional development program is established to encourage classified employees to complete education/training relating to the employees' current position or possible transition to a different position in the District, which may include possible staff development training and workshops that could be provided to the classified bargaining unit.

- 23.1 The District shall set aside Five Thousand Two Hundred Dollars (\$5,200) each fiscal year for a Professional Development fund for bargaining unit members. Reimbursement shall not exceed \$5,200 in a fiscal year. Pursuant to the procedures and conditions set forth below, employees may apply for up to Six Hundred Dollars (\$600) reimbursement for tuition and/or book(s) per fiscal year.
- 23.2 Application for reimbursement may be made throughout the fiscal year on a first-come, first-served basis, until the amount contained in the fund shall be totally committed. Applications shall be directed to the District's Head of Human Resources or his/her designee and shall contain the following information:
- (1) name of applicant;
  - (2) name of education or training course;
  - (3) a reasonably detailed description of the course content and, if possible, materials describing the course;
  - (4) the institution giving the course;
  - (5) a description of how the education or training relates to the employee's job with the District or other position within the District;
  - (6) the cost of tuition and/or book(s)
- 23.3 Approval of applications for reimbursement shall be determined by the Professional Development Committee. The committee shall consist of two (2) CSEA members, two (2) administrators and chaired by the Head of Human Resources or designee. In the event of a tie the Chairperson shall be the deciding vote. The committee shall schedule meetings on the second Wednesday of every month.
- 23.4 Successful applicants will be notified that monies from the fund will be committed in an amount up to Six Hundred Dollars (\$600.00) for reimbursement for tuition and/or book(s). In order to be reimbursed pursuant to Article 23, the employee must provide satisfactory proof of payment for tuition and/or book(s) and proof of successful completion of the course with a "pass" or grade of "C" or better.
- 23.5 In the event a class or classes is cancelled and the employee's tuition and/or book payment is not refunded or credited, the employee shall be reimbursed up to the amount the employee paid, not to exceed Six Hundred Dollars (\$600), upon the employee furnishing proof that the class was cancelled and that the employee did not receive a full refund or credit.

- 23.6 Monies in the fund that have been committed, but have not been paid because the conditions contained in Paragraph 23.4 were not met, will revert back to the fund as uncommitted.
- 23.7 An employee may apply for more than one reimbursement for tuition and/or books per fiscal year; however, an employee may receive no more than a total of Six Hundred Dollars (\$600.00) in any one fiscal year.





## **ARTICLE 24 - CONCERTED ACTIVITIES**

- 24.1 It is agreed and understood by the District and CSEA that:
  - 24.1.1 There will be no strike, work stoppage, slowdown, sick-in, sit-in, picketing or other concerted actions by bargaining unit members.
  - 24.1.2 There will be no refusal or failure to fully and faithfully perform job functions and responsibilities nor any other interference with operations of the District by CSEA, its officers, agents or bargaining unit members during the term of this Agreement.
  - 24.1.3 There will be no compliance by CSEA and the bargaining unit members with any request of other labor organizations to engage in any type of concerted action specified in this Article.
  - 24.1.4 The District will not engage in a lockout of bargaining unit members.
- 24.2 CSEA recognizes the duty and obligation of its officers and representatives to comply with the provisions of this Agreement and to make every effort toward inducing all bargaining unit members to do so.
  - 24.2.1 In the event of a strike, work stoppage, slowdown, or other interference with the operations of the District by bargaining unit members who are represented by CSEA, CSEA agrees in good faith to take all necessary steps to cause those employees to cease such action.
- 24.3 It is agreed and understood by the District and CSEA that in the event the provisions of this Article are violated, the District shall be entitled to withdraw any rights, privileges, services, benefits or wages provided for in this Agreement from any unit members and/or CSEA.
  - 24.3.1 It is agreed and understood that any bargaining unit member violating this Article may be subject to disciplinary action up to and including termination.
- 24.4 It is clearly understood that bargaining unit members and CSEA representatives, local or state, who instigate or promote any violation of the provisions of this Article, will be liable for punitive damages as determined by a court of competent jurisdiction.



## **ARTICLE 25 - SAVINGS**

- 25.1 If any provisions or applications of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions or applications will be deemed invalid and not subsisting except to the extent permitted by law.
- 25.2 All other provisions of the Agreement will continue in full force and effect.
- 25.3 Should any provisions or applications deemed invalid as described in Section 25.1 above be held valid on appeal to a higher court of competent jurisdiction, such provisions or applications shall be reinstated immediately following such court decision.
- 25.4 In the event of suspension or invalidation of any Article or Section of this Agreement, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.



## **ARTICLE 26 - EFFECT OF AGREEMENT – STATUTORY CHANGES**

- 26.1 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.
- 26.2 Employee 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.



## **ARTICLE 27 - SUPPORT OF AGREEMENT**

- 27.1 It is mutually understood and agreed by the District and CSEA that both parties will in good faith support the provisions herein contained during the life of this Agreement, and both the District and CSEA further understand and agree that it is to their mutual best interests and benefit to do so.





## **ARTICLE 28 - CONCLUSIVENESS OF AGREEMENT**

- 28.1 Pending the conclusion of negotiations, this Agreement shall remain in full force and effect.
- 28.2 The parties agree that initial proposals for successor agreement must be given in writing at least ninety calendar days but not more than one hundred twenty calendar days prior to expiration date.
- 28.3 Reopener negotiations shall commence upon request and initial proposals to be initiated by either party.
- 28.4 The District and the Association may reopen this Agreement or any portion thereof during the term by mutual written agreement.



**SALARY RANGE ALLOCATIONS FOR CLASSIFIED BARGAINING UNIT MEMBERS**

<u>CLASSIFICATION</u>	<u>RANGE</u>	<u>BASIS</u>	<u>CLASSIFICATION</u>	<u>RANGE</u>	<u>BASIS</u>
<b><u>Accounting Series</u></b>			<b><u>Clerical Series (continued)</u></b>		
Project and Accounting Analyst	66	A	School Office Manager-Cont.	43	B, C
Financial Analyst	60	A	School Office Manager –	43	A
Benefits Analyst	56	A	Adult School		
Lead Payroll Technician	51	A	School Office Manager-	43	A
Payroll Technician/	49	A	Children’s Center		
Benefits Assistant			School Office Manager-	43	C
Budget/Accounting	48	A	Alternative School		
Technician			School Office Manager-	43	C
Project Accounting	48	A	Independent Learning Academy		
Technician			Human Resources Technician	43	A
Accounting Assistant IV	47	A	Senior Secretary	42	A, B
Payroll Technician	47	A	Registrar	42	A
Employee Benefits	47	A	Construction & Operations	41	A
Technician			Secretary		
Accounting Assistant III	45	A	Guidance/Program Technician I	41	B, C
Accounting Assistant II	42	A	College/Career Center Technician	41	B, C
Senior School Finance Technician	40	A, B, E	School Office Manager-	40	C
Accounting Assistant I	33	A	Satellite School		
<b><u>Clerical Series</u></b>			Senior Attendance Technician	39	A, B
Use of Facilities Coordinator/	60	A	CTE Technician	38	B, C
Senior Administrative Assistant			Office Technician Continuation	37	C
Assessment and Accountability	56	A	Counseling Assistant	37	B
Technician			Secretary III	37	A, C, D
Administrative Secretary II	56	A	Office Assistant-	37	C
Special Education Data Systems	52	A	Adult Education		
Technician			Personnel Clerk	37	A
Human Resources Analyst -	50	A	Office Assistant Elementary	36	C
Certificated			Office Occupations – Adult Ed	36	D
Human Resources Analyst	48	A	Attendance Technician	35	C
Classified			Secretary II	35	A, C, D
Facilities Operations and	48	A	Secretary I	33	A
Construction Technician					
District Attendance and	46	A	<b><u>Food Service Series</u></b>		
Fundraising Technician			Food Service Utility Driver	42	A, C
Budget/Program Technician	45	A	Food Service Cook-	41	D
Special Education Technician	45	A	Central Kitchen		
Administrative Secretary I	45	A	Serving Kitchen Operator	40	D
Food Service Operations	44	A	Food Service Cook	38	A, D
Technician			Food Service Assistant	37	D
Facilities Service Assistant	44	A	Barbecue Cook	37	D
Guidance/Program Technician II	44	B, C	Food Service Cashier-Elementary	37	D
School Office Manager-	43	A			
High School			<b><u>Instructional Series</u></b>		
School Office Manager-	43	A	Educational Interpreter II	62	D
Middle School			Deaf and Hard of Hearing		
School Office Manager-	43	C			
Elementary					

<u>CLASSIFICATION</u>	<u>RANGE</u>	<u>BASIS</u>	<u>CLASSIFICATION</u>	<u>RANGE</u>	<u>BASIS</u>
<b><u>Instructional Series (continued)</u></b>			<b><u>Auxiliary Series (continued)</u></b>		
Educational Interpreter I- Deaf and Hard of Hearing	55	D	Career Vocational Assistant	40	D
Paraeducator–Severe Behavioral II	47	D	Adult School ELL/ Office Specialist III	39	A,B,E
Assistive Technology Technician	47	B	Library Coordinator	39	C
Paraeducator- Environmental Science Park	45	D	Senior Textbook Coordinator	38	A
Educational Reader- Visually Impaired	45	D	Adult ELL/Office Specialist II	37	A,E
Paraeducator-Severe Behavioral I	45	D	Library Coordinator - Elementary	36	C,D
Behavior Intervention Assistant	45	D	Health Services Assistant	36	D
Paraeducator-Health Care	41	D	Campus Supervisor	36	A,D,E
Paraeducator-Severely Impaired	41	D	District Office Receptionist	36	A
Paraeducator- At Risk Youth	39	D	Adult School ELL/ Office Specialist I	35	E
Paraeducator -Children’s Center II	39	D	ELD Office Specialist I	35	D
Paraeducator- Deaf and Hard Of Hearing (DHH)	39	D	Adult School Learning Center Technician	35	E
Paraeducator – Special Education	38	C,D	Campus Supervisor - Elementary School	35	D
Paraeducator – English Language Learner	37	D			
Paraeducator – Adult English Language Development	37	E	<b><u>Purchasing Series</u></b>		
Paraeducator – Children’s Center	37	A,C,D	Lead Buyer	60	A
Paraeducator – Primary Language Support	37	D	Buyer	47	A
Instructional Resources Assistant	37	D	Purchasing Technician	45	A
Paraeducator- Parent Education	36	E	Purchasing Clerk	40	A
Elementary Physical Education Assistant	36	D	<b><u>Operations Series</u></b>		
Community Resource Assistant	37	D	1- <u>Grounds Group</u>		
Paraeducator	36	D	Grounds Leadperson	57	A
Volunteer Coordinator	36	D	Irrigation Specialist	50	A
Paraeducator – Adult Education/ Learning Center	36	E	Integrated Pest Control/ Grounds Technician	48	A
			Grounds Technician	43	A
			2- <u>Custodian Group</u>		
			Swimming Pool Custodian	44	A
			Lead Custodian	43	A
			Senior Custodian/Campus Supervisor	39	A
			Monterey High School/CDS Custodian	38	A
			Utility Custodian	38	A
			Children’s Center Service Worker	38	A
			School Safety/Utility Custodian	39	A,C
			3- <u>Warehouse Group</u>		
			Reprographics Technician	46	A
			Lead Warehouse Worker	42	A
			Utility Driver	41	A
			Warehouse Worker	41	A
<b><u>Auxiliary Services</u></b>					
Student Services and Attendance Specialist	57	A,C			
Student Services and Attendance Specialist for Homeless and Foster Youth	57	A			
Certified Occupational Therapy Assistant	53	C			
Intervention Specialist for At-Risk Students	53	C,D			
Speech-Language Pathology Assistant	53	D			
Health Services Assistant-LVN/RN	48	D			
Children’s Center Health Technician	45	A			

<u>CLASSIFICATION</u>	<u>RANGE</u>	<u>BASIS</u>
<b><u>Maintenance Series</u></b>		
Facilities Services Leadperson	62	A
Maintenace Leadperson	62	A
Electrician	58	A
HVAC Mechanic	57	A
Plant Engineer	57	A
Low-Voltage Electrician	56	A
Plumber	55	A
Glazier/Carpenter	53	A
Vehicle & Equipment Mechanic	53	A
Locksmith	53	A
Carpenter	52	A
Painter	52	A
Sheet Metal Mechanic	52	A
Plaster/Cement Finisher	52	A
Facilities Worker	46	A
<b><u>Technology Series</u></b>		
Lead Information Technology Systems Analyst	72	A
Network Analyst	67	A
Systems Analyst	67	A
Information Technology Systems Analyst	63	A
Lead Technology Support Specialist	61	A
Technology Support Specialist II	60	A
Student Information Systems Analyst	59	A
System Support Specialist	57	A
Adult School Technology Support Specialist II	57	B
User Support Specialist	54	A
Technology Support Specialist I	49	A
Instructional Media Specialist- Middle School	46	B,C
Instructional Technology Media Specialist -Elementary	42	A,C,D

Addendum: The probationary period for a promoted employee shall be six (6) months after the effective date of promotion.



# SCHEDULE OF CLASSIFIED MONTHLY SALARY

EFFECTIVE JULY 1, 2023

Range Number	I	II	III	IV	V	VI	Step I Hourly Equivalent
<b>33</b>	3009	3152	3303	3470	3640	3821	17.36
<b>34</b>	3069	3220	3385	3557	3733	3922	17.71
<b>35</b>	3152	3303	3470	3640	3821	4011	18.18
<b>36</b>	3220	3385	3557	3733	3922	4115	18.58
<b>37</b>	3303	3470	3640	3821	4011	4221	19.06
<b>38</b>	3385	3557	3733	3922	4115	4330	19.53
<b>39</b>	3470	3640	3821	4011	4221	4430	20.02
<b>40</b>	3557	3733	3922	4115	4330	4544	20.52
<b>41</b>	3640	3821	4011	4221	4430	4657	21.00
<b>42</b>	3733	3922	4115	4330	4544	4776	21.54
<b>43</b>	3821	4011	4221	4430	4657	4887	22.04
<b>44</b>	3922	4115	4330	4544	4776	5006	22.63
<b>45</b>	4011	4221	4430	4657	4887	5132	23.14
<b>46</b>	4115	4330	4544	4776	5006	5260	23.74
<b>47</b>	4221	4430	4657	4887	5132	5400	24.35
<b>48</b>	4330	4544	4776	5006	5260	5534	24.98
<b>49</b>	4430	4657	4887	5132	5400	5665	25.56
<b>50</b>	4544	4776	5006	5260	5534	5806	26.22
<b>51</b>	4657	4887	5132	5400	5665	5947	26.87
<b>52</b>	4776	5006	5260	5534	5806	6099	27.55
<b>53</b>	4888	5132	5400	5665	5947	6251	28.20
<b>54</b>	5006	5260	5534	5806	6099	6411	28.88
<b>55</b>	5132	5400	5665	5947	6251	6568	29.61
<b>56</b>	5260	5534	5806	6099	6411	6725	30.35
<b>57</b>	5400	5665	5947	6251	6568	6895	31.15
<b>58</b>	5534	5806	6099	6411	6725	7070	31.93
<b>59</b>	5665	5947	6251	6568	6895	7238	32.68
<b>60</b>	5806	6099	6411	6725	7069	7432	33.50
<b>61</b>	5947	6251	6568	6895	7238	7610	34.31
<b>62</b>	6099	6411	6725	7070	7432	7799	35.19
<b>63</b>	6251	6568	6895	7238	7610	8000	36.06
<b>64</b>	6411	6725	7070	7432	7799	8189	36.99
<b>65</b>	6568	6895	7238	7610	8000	8397	37.89
<b>66</b>	6725	7070	7432	7799	8189	8615	38.80
<b>67</b>	6895	7238	7610	8000	8397	8822	39.78
<b>68</b>	7070	7432	7799	8189	8615	9042	40.79

<b>69</b>	7238	7610	8000	8397	8822	9265	41.76
<b>70</b>	7432	7799	8189	8615	9042	9496	42.88
<b>71</b>	7610	8000	8397	8822	9265	9739	43.90
<b>72</b>	8009	8418	8837	9282	9752	10249	46.21

\*This hourly rate is established in order to hire temporary hourly employees and to figure overtime rates. It is based on 173.333 hours per month.



**RULES AND REGULATIONS FOR THE IMPLEMENTATION OF THE  
SCHEDULE OF CLASSIFIED MONTHLY SALARY RANGES AND  
HOURLY EQUIVALENTS**

**SERVICE STATUS**

Any classified employee who has met the minimum qualifications for employment shall be assigned to the appropriate step and range of the Classified Salary Schedule and will be considered to be an employee of the regular Classified Service of the Burbank Unified School District.

**STEP ADVANCEMENT**

Effective July 1, 1980, all bargaining unit members hired or promoted after July 1, 1980, shall receive step advancement on the classified personnel master salary schedule based on each employee's original date of employment.

The original date of employment shall be established as the first day of the first creditable calendar month of employment as defined in Article 12.3.2 of this Agreement.

The first advancement on the salary schedule shall be made six months from the original date of employment.

The second advancement on the salary schedule shall be made one year from the original date of employment.

Subsequent advancement through Step Six (VI) shall be made each consecutive year from the original date of employment.

**PLACEMENT ON PROMOTION**

Placement on any range of Schedule A as a result of promotion shall be on a step that will be at least five percent (5%) greater than the employee's current placement on any salary schedule in the Classified service but not greater than Step VI.

Effective July 1, 1981, if, as a result of promotion, placement is on Step 1 of the Salary Schedule, and if step advancement would not occur within six (6) months, placement at the time of promotion shall automatically be adjusted to Step II.

## **EXHIBIT D**

### **DUES SCHEDULE**

Effective July 1, 2017

**Minimum Dues:** 1.5% of the first \$3,150 of monthly gross salary exclusive of overtime but including longevity) + \$2.50 monthly Chapter Dues

**Maximum Dues:** shall not exceed \$475.50 annually + \$25.00 annual Chapter Dues

Dues are payable on a ten month basis, September – June of each year

Burbank Chapter 674 Dues are \$25.00 per year

## EXHIBIT E

### HOLIDAYS

<u>Name of Holiday</u>	<u>2021-2022</u>	<u>2022-2023</u>	<u>2023-2024</u>
Independence Day	July 5	July 4	July 4
Labor Day	September 6	September 5	September 4
Veterans Day	November 11	November 11	November 10
Thanksgiving Days	November 25, 26	November 24, 25	November 23, 24
Martin Luther King Day	January 17	January 16	January 15
Lincoln Day	February 14	February 13	February 12
Washington Day	February 21	February 20	February 19
Admissions Day in lieu of:	March 25 9/9/2021	March 24 9/9/2022	March 22 9/9/2023
Memorial Day	May 30	May 29	May 27
Juneteenth	June 19	June 19	June 19

\* Two (2)  
Floating Holidays

### RECESSES

<u>Winter Recess</u> all offices closed:	Dec. 20 – Dec 31 12/23, 12/24, 12/30, 12/31	Dec. 26 – Jan. 6 12/26, 12/27 ½, 1/3          1/1, ½	Dec 25- Jan 5 12/25, 12/26
<u>Spring Recess</u> all offices closed:	March 21-25 3/24, 3/25	March 20-24 3/23, 3/24	March 18-22 3/21, 3/22

\* Per provisions of Article 11.9

## **EXHIBIT F**

### **TERMS OF EMPLOYMENT CLASSIFIED PERSONNEL**

In the event of a conflict between this Exhibit F and the negotiated work calendar, the negotiated work calendar shall prevail.

#### Basis A – Classified

1. Twelve-month Permanent and Probationary Employee
2. See Exhibit H-1 for work calendar
3. Hours in accordance with assignment
4. Benefits:
  - (a) Holidays (Article 11 and Exhibit E)
  - (b) Vacation (Article 12)
  - (c) Leaves (Article 13)
  - (d) Health and Welfare Benefits (Article 9)
  - (e) Unemployment Insurance
  - (f) Retirement
  - (g) Such other benefits as are provided by state and federal law.
5. Service of probationary employee: After 12 complete calendar months of satisfactory service, a probationary employee becomes permanent. Time spent on leave of absence or time unassigned, including prolonged absence because of illness or accident, will not count toward completion of the 12-month probationary period. (No credit is allowed toward permanency for a calendar month when less than one half of the monthly salary is payable).
6. Pay Schedule (Article 7 and Exhibits A, B, C)

Basis B – Classified

1. Eleven-month permanent and probationary employee
2. See Exhibit H-1 for work calendar
3. Hours in accordance with assignment
4. Benefits:
  - (a) Holidays (Article 11 and Exhibit E)
  - (b) Vacation (Article 12)
  - (c) Leaves (Article 13)
  - (d) Health and Welfare Benefits (Article 9)
  - (e) Unemployment Insurance
  - (f) Retirement
  - (g) Such other benefits as are provided by state and federal law.
5. Service of probationary employee: After 12 complete calendar months of satisfactory service, a probationary employee becomes permanent. Time spent on leave of absence or time unassigned, including prolonged absence because of illness or accident, will not count toward completion of the 12-month probationary period. (No credit is allowed toward permanency for a calendar month when less than one half of the monthly salary is payable).
6. Pay Schedule (Article 7 and Exhibits A, B, C)

Basis C – Classified

1. Ten-month permanent and probationary employee
2. See Exhibit H-1 for work calendar
3. Hours in accordance with assignment
4. Benefits:
  - (a) Holidays (Article 11 and Exhibit E)
  - (b) Vacation (Article 12)
  - (c) Leaves (Article 13)
  - (d) Health and Welfare Benefits (Article 9)
  - (e) Unemployment Insurance
  - (f) Retirement
  - (g) Such other benefits as are provided by state and federal law.
5. Service of probationary employee: After 12 complete calendar months of satisfactory service, a probationary employee becomes permanent. Time spent on leave of absence or time unassigned, including prolonged absence because of illness or accident, will not count toward completion of the 12-month probationary period. (No credit is allowed toward permanency for a calendar month when less than one half of the monthly salary is payable).
6. Pay Schedule (Article 7 and Exhibits A, B, C)
7. Guidance/Program Technicians I and Guidance/Program Technicians II are assigned to work 227 paid days including 14 paid holidays and 9 pre-assigned vacation days.
8. School Office Manager-Elementary are assigned to work two additional weeks per year (227 paid days including 14 paid holidays and 9 pre-assigned vacation days).
9. Office Assistant-Elementary are assigned to work two additional weeks per year (227 paid days including 14 paid holidays and 9 pre-assigned vacation days).
10. Instructional Assistant-Children's Center are assigned to 218 paid days, including 14 paid holidays.

Basis D – Classified

1. Nine-month permanent and probationary employee.
3. See Exhibit H-1 for work calendar
4. Benefits:
  - (a) Holidays (Article 11 and Exhibit E)
  - (c) Vacation (Article 12)
  - (d) Leaves (Article 13)
  - (e) Health and Welfare Benefits (Article 9)
  - (f) Unemployment Insurance
  - (g) Retirement
  - (h) Such other benefits as are provided by state and federal law.
5. Service of probationary employee: After 12 complete calendar months of satisfactory service, a probationary employee becomes permanent. Time spent on leave of absence or time unassigned, including prolonged absence because of illness or accident, will not count toward completion of the 12-month probationary period. (No credit is allowed toward permanency for a calendar month when less than one half of the monthly salary is payable).
6. Pay Schedule (Article 7 and Exhibits A, B, C)

Basis E – Classified

1. Specified Adult Education employees- see Exhibit H-2
2. See Exhibit H-2 for work calendar
3. Benefits:
  - (a) Holidays (Article 11 and Exhibit E)
  - (c) Vacation (Article 12)
  - (d) Leaves (Article 13)
  - (e) Health and Welfare Benefits (Article 9)
  - (f) Unemployment Insurance
  - (g) Retirement
  - (h) Such other benefits as are provided by state and federal law.
4. Service of probationary employee: After 12 complete calendar months of satisfactory service, a probationary employee becomes permanent. Time spent on leave of absence or time unassigned, including prolonged absence because of illness or accident, will not count toward completion of the 12-month probationary period. (No credit is allowed toward permanency for a calendar month when less than one half of the monthly salary is payable).
5. Pay Schedule (Article 7 and Exhibits A, B, C)



## EXHIBIT G

### CALIFORNIA EDUCATION CODE, SECTION 45117

#### Notice of Layoff Due to Expiration of Specially Funded Program or Bona Fide Reduction or Elimination of Service:

- 45117 (a) When, as a result of the expiration of a specially funded program, classified positions must be eliminated at the end of any school year, and classified employees will be subject to layoff for lack of funds, the employees to be laid off at the end of such school year shall be given written notice on or before May 29 informing them of their layoff effective at the end of such school year and of their displacement rights, if any, and reemployment rights. However, if the termination date of any specially funded program is other than June 30, such notice shall be given not less than 60 days prior to the effective date of their layoff.
- (b) When, as a result of a bona fide reduction or elimination of the service being performed by any department, classified employees shall be subject to layoff for lack of work, affected employees shall be given notice of layoff not less than 60 days prior to the effective date of layoff, and informed of their displacement rights, if any, and reemployment rights.
- (c) Nothing herein provided shall preclude a layoff for lack of funds in the event of an actual and existing financial inability to pay salaries of classified employees, nor layoff for lack of work resulting from causes not foreseeable or preventable by the governing board, without the notice required by subsection (a) or (b) hereof.

This section shall apply to the districts that have adopted the merit system in the same manner and effect as if it were a part of Article 6 (commencing with Section 45240) of this chapter.

# EXHIBIT H

## Burbank Unified School District K – 12 and Monterey Instructional Calendar for 2020-2021

### Fall Semester

Independence Day Holiday (All offices and schools closed July 3) .....	Friday, July 3
District Staff Development .....	August 10-12
Teacher Workdays .....	August 13, 14
Instruction Begins .....	Monday August 17
Labor Day Holiday (All offices and schools closed).....	September 7
Back-to-School Night - Elementary Schools** .....	August 26
Back-to-School Night – Middle Schools** .....	August 27
Back-to-School Night - High Schools** .....	September 10
Veterans Day (All offices and schools closed) .....	Wednesday, November 11
Minimum Teaching Day for Middle Schools .....	October 14
Elementary Schools Only: Non-student attendance: Parent-Teacher Conference .....	November 16
Elementary Schools Only: Minimum Days: Parent-Teacher Conferences.....	November 17 – 20
Non-Instructional Day .....	November 25
Thanksgiving Holidays (All offices and schools closed) .....	November 26, 27
Final Exam Schedule for Comprehensive High Schools .....	December 15, 16, 17
Minimum Teaching Day for Middle Schools .....	December 17
Minimum Teaching Day for Elementary .....	December 18
Semester Ends, Pupil Free Secondary/Shortened Day K-5 .....	December 18
Winter Recess .....	December 21 – January 1
(All offices and schools closed December 24, 25, 31, January 1)	

### Spring Semester

School Reopens / Instruction Begins .....	Monday, January 4
Martin Luther King Day (All offices and schools closed).....	Monday, January 18
Open House - Elementary Schools** .....	March 3 or April 29
Open House - Middle Schools** .....	March 10 or March 17
Open House - High Schools** .....	March 11
Lincoln Holiday (All offices and schools closed).....	Friday, February 12
President’s Day (All offices and schools closed) .....	Monday, February 15
Minimum Teaching Day for Middle Schools .....	February 24
Elementary Schools Only: Minimum Days: Parent-Teacher Conferences. February 22-February 26	
Spring Recess (All offices and schools closed March 25, 26***).....	March 22-26
School Reopens.....	March 29
Final Exam Schedule for Comprehensive High Schools .....	May 25, 26, 27
Minimum Day K-12 Semester Ends .....	Thursday, May 27
Teacher Work Day & Check-out .....	Friday, May 28
Memorial Day (All offices and schools closed) .....	Monday, May 31
Summer School Opens.....	Monday, June 7

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

\*\*\* In lieu of Admission Day

Adopted December 19, 2019 by the Board of Education  
Amended June 25, 2020 by the Board of Education

### **ESL Program**

ESL Registration (Fall Session ) .....	August 10 – 13
Instruction Begins .....	August 17
All Staff Meeting (12:00-3:00 p.m.) .....	August 28
Open House – Adult School.....	September 2
Labor Day Holiday (All offices and schools closed) .....	September 7
Back-to-School Night - High Schools (No Adult Classes at BHS & JBHS) .....	September 10
Veterans Day (All offices and schools closed) .....	November 11
Adult School – No Classes .....	November 25
Thanksgiving Holidays (All offices and schools closed).....	November 26, 27, 28
Fall Semester Ends .....	December 10
Winter Recess (ESL).....	December 7 – January 2
(All offices and school closed December 24 – January 2)	
School Reopens, ESL Registration (Spring Session).....	January 4 - 7
Instruction Begins .....	January 11
Martin Luther King, Jr Day (All offices and schools closed) .....	January 18
Open House – Adult School.....	January 20
All Staff Meeting (12:00 – 3:00 p.m.).....	January 29
Lincoln Holiday (All offices and schools closed).....	February 12
Presidents’ Day (All offices and schools closed).....	February 15
Open House – High Schools (No Adult Classes at BHS & JBHS).....	March 11
Spring Recess (All offices and schools closed).....	March 22 – March 27
Spring Semester Ends (ESL).....	May 6
Memorial Day (All offices and schools closed).....	May 31

### **Academic Program**

Instruction Begins (Learning Center/ABE).....	August 10
Instruction (Academic).....	August 17
All Staff Meeting (12:00-3:00 p.m.) .....	August 28
Open House – Adult School.....	September 2
Labor Day Holiday (All offices and schools closed) .....	September 7
Back-to-School Night - High Schools (No Adult Classes at BHS & JBHS) .....	September 10
Veterans Day (All offices and schools closed) .....	November 11
Adult School – No Classes.....	November 25
Thanksgiving Holidays (All offices and schools closed).....	November 26, 27, 28
Fall Semester Ends (ABE, Learning Center and Academic) .....	December 11
Winter Recess (Academic).....	December 7 – January 2
(All offices and school closed December 24 – January 5)	
School Reopens, Spring Semester Instruction Begins (Learning Center/ABE).....	January 4
Spring Semester Instruction Begins (Academic) .....	January 11
Martin Luther King, Jr Day (All offices and schools closed) .....	
January 18	
Open House – Adult School.....	January 20
All Staff Meeting (12:00 – 3:00 p.m.).....	January 29
Lincoln Holiday (All offices and schools closed).....	February 12
Presidents’ Day (All offices and schools closed).....	February 15
Open House – High Schools (No Adult Classes at BHS & JBHS).....	March 11
Spring Recess (All offices and schools closed) .....	March 22 – March 27
Spring Semester Instruction Ends (Learning Center/ABE/Academic) .....	May 14
Graduation.....	May 19
Memorial Day (All offices and schools closed).....	May 31

### **Parent Education Program**

Instruction Begins (Parent Ed) .....	August 17
All Staff Meeting (12:00-3:00 p.m.) .....	August 28
Labor Day Holiday (All offices and schools closed) .....	September 7
Open House – Adult School.....	September 2
Veterans Day (All offices and schools closed) .....	November 11
Adult School – No Classes.....	November 25
Thanksgiving Holidays (All offices and schools closed).....	November 26, 27, 28
Fall Semester Ends (Parent Ed).....	December 11
Winter Recess (Parent Ed) .....	December 7 – January 2
(All offices and school closed December 24 – January 5)	
School Reopens, Spring Semester Instruction Begins (Parent Ed) .....	January 4
Martin Luther King, Jr Day (All offices and schools closed) .....	January 18
Open House – Adult School.....	January 20
All Staff Meeting (12:00 – 3:00 p.m.).....	January 29
Lincoln Holiday (All offices and schools closed).....	February 12
Presidents’ Day (All offices and schools closed).....	February 15
Spring Recess (All offices and schools closed).....	March 22 – March 27
Spring Semester Instruction Ends (Parent Ed).....	May 7
Memorial Day (All offices and schools closed).....	May 31

# Burbank Unified School District

## K – 12 and Monterey Instructional Calendar for 2021-2022

### Fall Semester

Independence Day Holiday (All offices and schools closed July 5) .....	Monday, July 5
District Staff Development .....	August 9-11
Teacher Workdays .....	August 12, 13
Instruction Begins .....	Monday August 16
Labor Day Holiday (All offices and schools closed).....	September 6
Back-to-School Night - Elementary Schools** .....	August 26
Back-to-School Night – Middle Schools** .....	September 1
Back-to-School Night - High Schools** .....	September 9
Minimum Teaching Day for Middle Schools .....	October 13
Veterans Day (All offices and schools closed) .....	Thursday, November 11
Elementary Schools Only: Non-student attendance: Parent-Teacher Conference .....	November 15
Elementary Schools Only: Minimum Days: Parent-Teacher Conferences.....	November 16 – 19
Non-Instructional Day .....	November 24
Thanksgiving Holidays (All offices and schools closed) .....	November 25, 26
Final Exam Schedule for Comprehensive High Schools .....	December 14, 15, 16
Minimum Teaching Day for Middle Schools .....	December 16
Minimum Teaching Day for Elementary .....	December 17
Semester Ends, Pupil Free Secondary/Shortened Day K-5 .....	December 17
Winter Recess .....	December 20 – December 31
(All offices and schools closed December 23, 24, 30, 31)	

### Spring Semester

School Reopens / Instruction Begins .....	Monday, January 3
Martin Luther King Day (All offices and schools closed).....	Monday, January 17
Lincoln Holiday (All offices and schools closed).....	Monday, February 14
President’s Day (All offices and schools closed) .....	Monday, February 21
Minimum Teaching Day for Middle Schools .....	February 23
Elementary Schools Only: Minimum Days: Parent-Teacher Conferences February 22-February 25	2528
Open House - High Schools** .....	March 9
Open House - Elementary Schools** .....	March 10 or April 28
Open House - Middle Schools** .....	March 16
Spring Recess (All offices and schools closed March 24, 25***).....	March 21-25
School Reopens.....	March 28
Final Exam Schedule for Comprehensive High Schools .....	May 24, 25, 26
Minimum Day K-12 Semester Ends .....	Thursday, May 26
Teacher Work Day & Check-out .....	Friday, May 27
Memorial Day (All offices and schools closed) .....	Monday, May 30
Summer School Opens.....	Wednesday, June 8

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

\*\*\* In lieu of Admission Day

### **ESL Program**

ESL Registration (Fall Session) .....	August 9 - 12
Instruction Begins .....	August 16
Open House – Adult School .....	August 25
All Staff Meeting (12:00-3:00 p.m.) .....	August 27
Labor Day Holiday (All offices and schools closed) .....	September 6
Back-to-School Night - High Schools (No Adult Classes at BHS & JBHS) .....	September 9
Veterans Day (All offices and schools closed) .....	November 11
Adult School – <b>No Classes</b> .....	November 24
Thanksgiving Holidays (All offices and schools closed) .....	November 25, 26, 27
Fall Semester Ends .....	December 9
Winter Recess (ESL) .....	December 13 – January 1
(All offices and school closed December 23, 24, 30, 31)	
School Reopens, ESL Registration (Spring Session) .....	January 3 - 6
Instruction Begins .....	January 10
Martin Luther King, Jr Day (All offices and schools closed) .....	January 17
Open House – Adult School .....	January 19
All Staff Meeting (12:00 – 3:00 p.m.) .....	January 21
Lincoln Holiday (All offices and schools closed) .....	February 14
Presidents’ Day (All offices and schools closed) .....	February 21
Open House – High Schools (No Adult Classes at BHS & JBHS) .....	March 16
Spring Recess (All offices and schools closed) .....	March 21 – March 26
Spring Semester Ends (ESL) .....	May 5
Memorial Day (All offices and schools closed) .....	May 30

### **Academic Program**

Instruction Begins (Learning Center/ABE) .....	August 9
Instruction (Academic) .....	August 16
Open House – Adult School .....	August 25
All Staff Meeting (12:00-3:00 p.m.) .....	August 27
Labor Day Holiday (All offices and schools closed) .....	September 6
Back-to-School Night - High Schools (No Adult Classes at BHS & JBHS) .....	September 9
Veterans Day (All offices and schools closed) .....	November 11
Adult School – <b>No Classes</b> .....	November 24
Thanksgiving Holidays (All offices and schools closed) .....	November 25, 26, 27
Fall Semester Ends (ABE, Learning Center and Academic) .....	December 10
Winter Recess (Academic) .....	December 13 – January 1
(All offices and school closed December 23, 24, 30, 31)	
School Reopens, Spring Semester Instruction Begins (Learning Center/ABE) .....	January 3
Spring Semester Instruction Begins (Academic) .....	January 10
Martin Luther King, Jr Day (All offices and schools closed) .....	January 17
Open House – Adult School .....	January 19
All Staff Meeting (12:00 – 3:00 p.m.) .....	January 21
Lincoln Holiday (All offices and schools closed) .....	February 14
Presidents’ Day (All offices and schools closed) .....	February 21
Open House – High Schools (No Adult Classes at BHS & JBHS) .....	March 16
Spring Recess (All offices and schools closed) .....	March 21 – March 26
Spring Semester Instruction Ends (Learning Center/ABE/Academic) .....	May 13
Graduation .....	May 18
Memorial Day (All offices and schools closed) .....	May 30

### **Parent Education Program**

Instruction Begins (Parent Ed) .....	August 16
Open House – Adult School.....	August 25
All Staff Meeting (12:00-3:00 p.m.) .....	August 27
Labor Day Holiday (All offices and schools closed) .....	September 6
Veterans Day (All offices and schools closed) .....	November 11
Adult School – <b>No Classes</b> .....	November 24
Thanksgiving Holidays (All offices and schools closed).....	November 25, 26, 27
Fall Semester Ends (Parent Ed).....	December 10
Winter Recess (Parent Ed) .....	December 13 – January 1
(All offices and school closed December 23, 24, 30, 31)	
School Reopens, Spring Semester Instruction Begins (Parent Ed) .....	January 3
Martin Luther King, Jr Day (All offices and schools closed) .....	January 17
Open House – Adult School.....	January 19
All Staff Meeting (12:00 – 3:00 p.m.).....	January 28
Lincoln Holiday (All offices and schools closed).....	February 14
Presidents’ Day (All offices and schools closed).....	February 21
Spring Recess (All offices and schools closed).....	March 21 – March 26
Spring Semester Instruction Ends (Parent Ed).....	May 6
Memorial Day (All offices and schools closed).....	May 30

# 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</b> , December <del>23</del> <b>22</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**



### **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.....	May 17
Spring Semester Instruction Ends (Learning Center/ABE/Academic) .....	May 25
Memorial Day (All offices and schools closed).....	May 29

### **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

# 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 .....	TBD
Elementary Schools Only: Minimum Days: Parent-Teacher Conferences.....	TBD
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 .....	Friday, December 22
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.....	TBD
Open House - High Schools** .....	March 7
Open House - Elementary Schools** .....	March 6
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

\*\* 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

### **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

**Burbank Unified School District  
CSEA Work Calendar 2020-2021  
Exhibit H-1**

	Event	<u>Basis A</u>	<u>Basis B</u>	<u>Basis C</u>	<u>Basis C</u>	<u>Basis C</u>	<u>Basis D</u>
Month		12	11	10	10	10	9
Total Work Days*		261	238	226	220	216	204
				Guidance/Program Tech I, School Office Manager, Elementary, Office Assistant, Elementary	Inst. Asst. Children Center	All Other 10 month employees not listed in this exhibit	
DATE							
7/1/2020		Begin Work					
7/3/2020	Independence Day	Paid Holiday					
7/17/2020			Begin Work				
8/3/2020				Begin Work			
8/10/2020						Begin Work	
8/14/2020					Begin Work		
8/17/2020	First Day of School						Begin Work
9/7/2020	Labor Day	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
11/11/2020	Veteran's Day	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
11/25/2020		Work Day	Work Day	Work Day	Work Day	Work Day	Paid Holiday*
11/26/2020	Thanksgiving Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
11/27/2020	Local Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
12/21, 12/22, 12/23	3 Vacation Days			Paid Vac	Paid Vac	Paid Vac	Paid Vac
12/24/2020	Local Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
12/25/2020	Christmas Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
12/28, 12/29, 12/30	3 Vacation Days			Paid Vac	Paid Vac	Paid Vac	Paid Vac
12/31/2020	Local Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
1/1/2021	New Years Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
1/18/2021	MLK Day	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
2/12/2021	Lincoln Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
2/15/2021	President's Day	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
3/22, 3/23, 3/24	3 Vacation Days			Paid Vac	Paid Vac	Paid Vac	Paid Vac
3/25/2021	Local Holiday	Paid Holiday*	Paid Holiday*	Paid Holiday**	Paid Holiday**	Paid Holiday**	Paid Holiday**
3/26/2021	Local Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
5/27/2021	Last Day of School						Last Day
5/31/2021	Memorial Day	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	
6/7/2021						Last Day	
6/14/2021				Last Day			
6/15/2021			Last Day				
6/17/2021					Last Day		
6/30/2021		Last Day					

In paid status which includes vacation and holidays (paid vacation as allotted per hire date)

Total Work Days are based on employees working five (5) days a week.

\*In lieu of Memorial Day

\*\*In lieu of Admissions Day

**Burbank Unified School District  
CSEA Work Calendar 2021-2022  
Exhibit H-1**

	Event	<u>Basis A</u>	<u>Basis B</u>	<u>Basis C</u>	<u>Basis C</u>	<u>Basis C</u>	<u>Basis D</u>
Month		12	11	10	10	10	9
Total Work Days*		261	239	227	218	217	204
				Guidance/Program Tech I, School Office Manager, Elementary, Office Assistant. Elementary	Inst. Asst. Children Center	All Other 10 month employees not listed in this exhibit	
DATE							
7/1/2021		Begin Work					
7/5/2021	Independence Day	Paid Holiday					
7/16/2021			Begin Work				
8/2/2021				Begin Work			
8/9/2021						Begin Work	
8/13/2021					Begin Work		
8/16/2021	First Day of School						Begin Work
9/6/2021	Labor Day	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
11/11/2021	Veteran's Day	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
11/24/2021		Work Day	Work Day	Work Day	Work Day	Work Day	Paid Holiday*
11/25/2021	Thanksgiving Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
11/26/2021	Local Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
12/20, 12/21, 12/22	3 Vacation Days			Paid Vac	Paid Vac	Paid Vac	Paid Vac
12/23/2021	Local Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
12/24/2021	Christmas Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
12/27, 12/28, 12/29	3 Vacation Days			Paid Vac	Paid Vac	Paid Vac	Paid Vac
12/30/2021	Local Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
12/31/2021	New Years Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
1/17/2022	MLK Day	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
2/14/2022	Lincoln Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
2/21/2022	President's Day	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
3/21, 3/22, 3/23	3 Vacation Days			Paid Vac	Paid Vac	Paid Vac	Paid Vac
3/24/2022	Local Holiday	Paid Holiday*	Paid Holiday**	Paid Holiday**	Paid Holiday**	Paid Holiday**	Paid Holiday**
3/25/2022	Local Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
5/26/2022	Last Day of School						Last Day
5/30/2022	Memorial Day	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	
6/7/2022						Last Day	
6/14/2022				Last Day			
6/15/2022			Last Day				
6/14/2022					Last Day		
6/30/2022		Last Day					

In paid status which includes vacation and holidays (paid vacation as allotted per hire date)

Total Work Days are based on employees working five (5) days a week.

\*In lieu of Memorial Day

\*\*In lieu of Admissions Day

**Burbank Unified School District  
CSEA Work Calendar 2022-2023  
Exhibit H-1**

	Event	<u>Basis A</u>	<u>Basis B</u>	<u>Basis C</u>	<u>Basis C</u>	<u>Basis C</u>	<u>Basis D</u>
<b>Month</b>		12	11	10	10	10	9
<b>Total Work Days*</b>		261	240	228	219	218	204
<b>DATE</b>				<b>Guidance/Program Tech I, School Office Manager, Elementary, Office Assistant. Elementary</b>	<b>Inst. Asst. Children Center</b>	<b>All Other 10 month employees not listed in this exhibit</b>	
7/1/2022		Begin Work					
7/4/2022	Independence Day	Paid Holiday					
7/15/2022			Begin Work				
8/1/2022				Begin Work			
8/8/2022						Begin Work	
8/10/2023							
8/12/2022					Begin Work		
8/15/2022	First Day of School						Begin Work
9/5/2022	Labor Day	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
11/11/2022	Veteran's Day	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
11/23/2022		Work Day	Work Day	Work Day	Work Day	Work Day	Paid Holiday*
11/24/2022	Thanksgiving Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
11/25/2022	Local Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
12/26/2022	Christmas Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
12/27/2022	Local Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
12/28/2022-12/30/2022	3 Vacation Days			Paid Vac	Paid Vac	Paid Vac	Paid Vac
1/2/2023	New Years Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
1/3/2023	Local Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
1/4/2023-1/6/2023	3 Vacation Days			Paid Vac	Paid Vac	Paid Vac	Paid Vac
1/16/2023	MLK Day	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
2/13/2023	Lincoln Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
2/20/2023	President's Day	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
3/20/2023-3/22/2023	3 Vacation Days			Paid Vac	Paid Vac	Paid Vac	Paid Vac
3/23/2023	Local Holiday	Paid Holiday**	Paid Holiday**	Paid Holiday**	Paid Holiday**	Paid Holiday**	Paid Holiday**
3/24/2023	Local Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
5/25/2023	Last Day of School						Last Day
5/29/2023	Memorial Day	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	
6/7/2023						Last Day	
6/14/2023				Last Day	Last Day		
6/15/2023			Last Day				
6/19/2023	Juneteenth Holiday	Paid Holiday					
6/30/2023		Last Day					

In paid status which includes vacation and holidays (paid vacation as allotted per hire date)

Total Work Days are based on employees working five (5) days a week.

\*In lieu of Memorial Day

\*\*In lieu of Admissions Day

PENDING RATIFICATION



**Burbank Unified School District  
CSEA Work Calendar 2023-2024  
Exhibit H-1**

	Event	<u>Basis A</u>	<u>Basis B</u>	<u>Basis C</u>	<u>Basis C</u>	<u>Basis C</u>	<u>Basis D</u>
Month		12	11	10	10	10	9
Total Work Days*		260	241	229	221	219	204
DATE				Guidance/Program Tech I, School Office Manager, Elementary, Office Assistant. Elementary	Inst. Asst. Children Center	All Other 10 month employees not listed in this exhibit	
7/1/2023		Begin Work					
7/4/2023	Independence Day	Paid Holiday					
7/17/2023			Begin Work				
7/31/2023				Begin Work			
8/7/2023						Begin Work	
8/10/2023							
8/11/2023					Begin Work		
8/14/2023	First Day of School						Begin Work
9/4/2023	Labor Day	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
11/10/2023	Veteran's Day	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
11/22/2023		Work Day	Work Day	Work Day	Work Day	Work Day	Paid Holiday*
11/23/2023	Thanksgiving Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
11/24/2023	Local Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
12/25/2023	Christmas Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
12/26/2023	Local Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
12/27/2023-12/29/2023	3 Vacation Days			Paid Vac	Paid Vac	Paid Vac	Paid Vac
1/1/2024	New Years Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
1/2/2024	Local Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
1/3/2024-1/5/2024	3 Vacation Days			Paid Vac	Paid Vac	Paid Vac	Paid Vac
1/15/2024	MLK Day	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
2/12/2024	Lincoln Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
2/19/2024	President's Day	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
3/18/2024-3/20/2024	3 Vacation Days			Paid Vac	Paid Vac	Paid Vac	Paid Vac
3/21/2024	Local Holiday	Paid Holiday**	Paid Holiday**	Paid Holiday**	Paid Holiday**	Paid Holiday**	Paid Holiday**
3/22/2024	Local Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
5/23/2024	Last Day of School						Last Day
5/27/2024	Memorial Day	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	
6/6/2024						Last Day	
6/14/2024				Last Day	Last Day		
6/17/2024			Last Day				
6/19/2024	Juneteenth Holiday	Paid Holiday					
6/28/2024		Last Day					

In paid status which includes vacation and holidays (paid vacation as allotted per hire date)

Total Work Days are based on employees working five (5) days a week.

\*In lieu of Memorial Day

\*\*In lieu of Admissions Day

Burbank Unified School District  
CSEA Adult School Work-Calendar  
Exhibit H-2

	<u>Event</u>	<u>Basis A</u>	<u>Basis B</u>	<u>Basis C</u>	<u>Basis E</u>	<u>Basis E</u>	<u>Basis E</u>	<u>Basis E</u>
Month		12	11	10	ESL	ACADEMIC	PARENT ED	CAMPUS SUPERVISOR
Total Work Days *		261	238	216	200	205	185	205
<b>DATE</b>								
7/1/2020		Begin Work						
7/3/2020	Independence Day	Paid Holiday						
7/17/2020			Begin Work					
8/3/2020					Begin Work	Begin Work		Begin Work
8/10/2020				Begin Work				
8/17/2020	First Day of School						Begin Work	
9/7/2020	Labor Day	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
11/11/2020	Veterans Day	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
11/25/2020		Work Day	Work Day	Work Day	Paid Holiday*	Paid Holiday*	Non Work Day	Paid Holiday*
11/26/2020	Thanksgiving Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
11/27/2020	Local Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
12/10-12/11					Non Work Days			
12/14-12/18					Non Work Days	Non Work Days	Non Work Days	Non Work Days
12/21, 12/22, 12/23	3 Vacation Days			Paid Vac	Paid Vac	Paid Vac	Paid Vac	Paid Vac
12/24/2020	Local Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
12/25/2020	Christmas Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
12/28, 12/29, 12/30	3 Vacation Days			Paid Vac	Paid Vac	Paid Vac	Paid Vac	Paid Vac
12/31/2020	Local Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
1/1/2021	New Years Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
1/18/2021	MLK Day	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
2/12/2021	Lincoln Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
2/15/2021	Presidents Day	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
3/22, 3/23, 3/24	3 Vacation Days			Paid Vac	Paid Vac	Paid Vac	Paid Vac	Paid Vac
3/25/2021	Local Holiday	Paid Holiday**	Paid Holiday**	Paid Holiday**	Paid Holiday**	Paid Holiday**	Paid Holiday**	Paid Holiday**
3/26/2021	Local Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
5/10/2021							Last Day	
5/18/2021					Last Day			
5/21/2021						Last Day		Last Day
5/31/2021	Memorial Day	Paid Holiday	Paid Holiday	Paid Holiday				
6/7/2021				Last Day				
6/15/2021			Last Day					
6/30/2021		Last Day						

In paid status which includes vacation and holidays (paid vacation as allotted per hire date)

Total Work Days are based on employees working five (5) days a week.

\*In lieu of Memorial Day

\*\*In lieu of Admissions Day

Burbank Unified School District  
**CSEA Adult School Work-Calendar 2021-2022**  
**Exhibit H-2**

Month	Event	Basis A	Basis B	Basis C	Basis E	Basis E	Basis E	Basis E
		12	11	10	ESL	ACADEMIC	PARENT ED	CAMPUS SUPERVISOR
Total Work Days *		261	239	217	200	205	185	205
DATE								
7/1/2021		Begin Work						
7/5/2021	Independence Day	Paid Holiday						
7/16/2021			Begin Work					
8/2/2021						Begin Work		Begin Work
8/4/2021					Begin Work			
8/9/2021				Begin Work				
8/13/2021							Begin Work	
8/16/2021	First Day of School							
9/6/2021	Labor Day	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
11/11/2021	Veterans Day	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
11/24/2021		Work Day	Work Day	Work Day	Paid Holiday*	Paid Holiday*	Non Work Day	Paid Holiday*
11/25/2021	Thanksgiving Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
11/26/2021	Local Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
12/13-12/17					Non Work Days	Non Work Days	Non Work Days	Non Work Days
12/20, 12/21, 12/22	3 Vacation Days			Paid Vac	Paid Vac	Paid Vac	Paid Vac	Paid Vac
12/23/2021	Local Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
12/24/2021	Christmas Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
12/27, 12/28, 12/29	3 Vacation Days			Paid Vac	Paid Vac	Paid Vac	Paid Vac	Paid Vac
12/30/2021	Local Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
12/31/2021	New Years Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
1/17/2022	MLK Day	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
2/14/2022	Lincoln Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
2/21/2022	Presidents Day	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
3/21, 3/22, 3/23	3 Vacation Days			Paid Vac	Paid Vac	Paid Vac	Paid Vac	Paid Vac
3/24/2022	Local Holiday	Paid Holiday**	Paid Holiday**	Paid Holiday**	Paid Holiday**	Paid Holiday**	Paid Holiday**	Paid Holiday**
3/25/2022	Local Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
5/6/2022							Last Day	
5/17/2022					Last Day			
5/20/2022						Last Day		Last Day
5/30/2022	Memorial Day	Paid Holiday	Paid Holiday	Paid Holiday				
6/7/2022				Last Day				
6/15/2022			Last Day					
6/30/2022		Last Day						

In paid status which includes vacation and holidays (paid vacation as allotted per hire date)

Total Work Days are based on employees working five (5) days a week.

\*In lieu of Memorial Day

\*\*In lieu of Admissions Day

**Burbank Unified School District  
CSEA Work Calendar 2022-2023  
Exhibit H-2  
Adult School**

	Event	<u>Basis A</u>	<u>Basis B</u>	<u>Basis C</u>	<u>Basis E</u>	<u>Basis E</u>	<u>Basis E</u>
Month		12	11	10	ESL	Academic and Campus Supervisor	Parent Ed
Total Work Days*		261	240	218	200	205	185
DATE							
7/1/2022		Begin Work					
7/4/2022	Independence Day	Paid Holiday					
7/15/2022			Begin Work				
8/1/2022							
8/3/2022					Begin Work		
8/5/2022						Begin Work	
8/8/2022				Begin Work			
8/12/2022							
8/15/2022	First Day of School						Begin Work
9/5/2022	Labor Day	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
11/11/2022	Veteran's Day	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
11/23/2022		Work Day	Work Day	Work Day	Paid Holiday*	Paid Holiday*	Non Work Day
11/24/2022	Thanksgiving Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
11/25/2022	Local Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
12/13/22-12/16/22							Non Work Days
12/19/22-12/23/22					Non Work Days	Non Work Days	Non Work Days
12/26/2022	Christmas Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
12/27/2022	Local Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
12/28/2022-12/30/2022	3 Vacation Days			Paid Vac	Paid Vac	Paid Vac	Paid Vac
1/2/2023	New Years Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
1/3/2023	Local Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
1/4/2023-1/6/2023	3 Vacation Days			Paid Vac	Paid Vac	Paid Vac	Paid Vac
1/16/2023	MLK Day	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
2/13/2023	Lincoln Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
2/20/2023	President's Day	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
3/20/2023-3/22/2023	3 Vacation Days			Paid Vac	Paid Vac	Paid Vac	Paid Vac
3/23/2023	Local Holiday	Paid Holiday**	Paid Holiday**	Paid Holiday**	Paid Holiday**	Paid Holiday**	Paid Holiday**
3/24/2023	Local Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
5/12/2022							Last Day
5/16/2022					Last Day		
5/25/2023	Last Day of School					Last Day	
5/29/2023	Memorial Day	Paid Holiday	Paid Holiday	Paid Holiday			
6/7/2023				Last Day			
6/14/2023							
6/15/2023			Last Day				
6/19/2023	Juneteenth Holiday	Paid Holiday					
6/30/2023		Last Day					

In paid status which includes vacation and holidays (paid vacation as allotted per hire date)

Total Work Days are based on employees working five (5) days a week.

\*In lieu of Memorial Day

\*\*In lieu of Admissions Day

**Burbank Unified School District  
CSEA Work Calendar 2023-2024  
Exhibit H-2  
Adult School**

	Event	<u>Basis A</u>	<u>Basis B</u>	<u>Basis C</u>	<u>Basis E</u>	<u>Basis E</u>	<u>Basis E</u>
Month		12	11	10	ESL	Academic and Campus Supervisor	Parent Ed
Total Work Days*		260	241	219	200	205	185
DATE							
7/3/2023		Begin Work					
7/4/2023	Independence Day	Paid Holiday					
7/17/2023			Begin Work				
8/7/2023				Begin Work	Begin Work	Begin Work	
8/14/2023	First Day of School						Begin Work
9/4/2023	Labor Day	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
11/10/2023	Veteran's Day	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
11/22/2023		Work Day	Work Day	Work Day	Paid Holiday*	Non Work Day	Non Work Day
11/23/2023	Thanksgiving Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
11/24/2023	Local Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
12/11/23-12/15/23							Non Work Days
12/18/23-12/22/23					Non Work Days	Non Work Days	Non Work Days
12/25/2023	Christmas Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
12/26/2023	Local Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
12/27/23-12/29/23	3 Vacation Days			Paid Vac	Paid Vac	Paid Vac	Paid Vac
1/1/2024	New Years Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
1/2/2024	Local Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
1/3/24-1/5/24	3 Vacation Days			Paid Vac	Paid Vac	Paid Vac	Paid Vac
1/15/2024	MLK Day	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
2/12/2024	Lincoln Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
2/19/24	President's Day	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
3/18/24-3/20/24	3 Vacation Days			Paid Vac	Paid Vac	Paid Vac	Paid Vac
3/21/2024	Local Holiday	Paid Holiday**	Paid Holiday**	Paid Holiday**	Paid Holiday**	Paid Holiday**	Paid Holiday**
3/22/2024	Local Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
5/17/2024							Last Day
5/21/2024					Last Day	Last Day	
5/23/2024	Last Day of School						
5/27/2024	Memorial Day	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	
6/6/2024				Last Day			
6/17/2024			Last Day				
6/19/2024	Juneteenth Holiday	Paid Holiday					
6/28/2024		Last Day					

In paid status which includes vacation and holidays (paid vacation as allotted per hire date)

Total Work Days are based on employees working five (5) days a week.

\*In lieu of Memorial Day

\*\*In lieu of Admissions Day

Burbank Unified School District  
CSEA Monterey Work Calendar 2020-2021  
Exhibit H-3

	Event	Basis A	Basis B	Basis C	Basis C	Basis D	Basis D
Month		12	11	10	10	9	9
Total Work Days*		261	240	218	218	205	205
DATE					Instructional Assistants- Children's Center	Instructional Staff	Food Services Staff
7/1/2020		Begin Work					
7/3/2020	Independence Day	Paid Holiday					
7/7/2021			Begin Work	Begin Work			
7/8/2020						Begin Work	Begin Work
7/9/2020	First Day of School				Begin Work		
9/7/2020	Labor Day	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
9/14/2020	1 Vacation Day					Paid Vac	
9/15, 9/16, 9/17, 9/18	4 Vacation Days			Paid Vac		Paid Vac	
11/11/2020	Veterans Day	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
11/26/2020	Thanksgiving Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
11/27/2020	Local Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
12/21, 12/22	2 Vacation Days				Paid Vac		Paid Vac
12/23/2020	1 Vacation Day			Paid Vac	Paid Vac	Paid Vac	Paid Vac
12/24/2020	Local Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
12/25/2020	Christmas Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
12/28, 12/29	2 Vacation Days				Paid Vac		Paid Vac
12/30/2020	1 Vacation Day			Paid Vac	Paid Vac	Paid Vac	Paid Vac
12/31/2020	Local Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
1/1/2021	New Years Day	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
1/4/2021	1 Vacation Day			Paid Vac			
1/18/2021	MLK Day	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
2/12/2021	Lincoln Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
2/15/2021	Presidents Day	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
3/22, 3/23, 3/24	3 Vacation Days				Paid Vac		Paid Vac
3/23, 3/24	2 Vacation Days			Paid Vac			
3/24/2021	1 Vacation Day					Paid Vac	
3/25/2021	Local Holiday	Paid Holiday*	Paid Holiday*	Paid Holiday*	Paid Holiday*	Paid Holiday*	Paid Holiday*
3/26/2021	Local Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
5/31/2021	Memorial Day	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday	Paid Holiday
6/4/2021					Last Day	Last Day	Last Day
6/11/2021				Last Day			
6/18/2021			Last Day				
6/30/2021		Last Day					

In paid status which includes vacation and holidays (paid vacation as allotted per hire date)

Total Work Days are based on employees working five (5) days a week.

\*In lieu of Admissions Day

## EXHIBIT I

**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</u></b>			
<b>Employee Assistance Plan (district paid)</b>			
Employees are automatically enrolled			
Composite	\$1.89	\$1.89	\$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	\$1,713.89	\$304.82
Family	\$2,624.33	\$1,713.89	\$910.44
<b><u>PERS Anthem HMO Traditional</u></b>			
Employee only	\$1,215.20	\$1,215.20	\$0.00
Two Party	\$2,430.41	\$1,713.89	\$716.52
Family	\$3,159.53	\$1,713.89	\$1,445.64
<b><u>PERS Blue Shield Access+ HMO</u></b>			
Employee only	\$907.98	\$907.98	\$0.00
Two Party	\$1,815.96	\$1,713.89	\$102.07
Family	\$2,360.75	\$1,713.89	\$646.86
<b><u>PERS Blue Shield Trio</u></b>			
Employee only	\$845.63	\$845.63	\$0.00
Two Party	\$1,691.26	\$1,691.26	\$0.00
Family	\$2,198.63	\$1,713.89	\$484.74
<b><u>PERS Health Net Salud y Mas</u></b>			
Employee only	\$756.16	\$756.16	\$0.00
Two Party	\$1,512.31	\$1,512.31	\$0.00
Family	\$1,966.01	\$1,713.89	\$252.12
<b><u>PERS Kaiser</u></b>			
Employee only	\$1,038.49	\$1,038.49	\$0.00
Two Party	\$2,076.98	\$1,713.89	\$363.09
Family	\$2,700.08	\$1,713.89	\$986.19
<b><u>PERS UnitedHealthcare Signature Value Alliance</u></b>			
Employee only	\$991.73	\$991.73	\$0.00
Two Party	\$1,983.46	\$1,713.89	\$269.57
Family	\$2,578.49	\$1,713.89	\$864.60
<b><u>PERS UnitedHealthcare Signature Value Harmony</u></b>			
Employee only	\$881.71	\$881.71	\$0.00
Two Party	\$1,763.42	\$1,713.89	\$49.53
Family	\$2,292.46	\$1,713.89	\$578.57

**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	\$1,713.89	\$170.78
Family	\$2,450.08	\$1,713.89	\$736.19
<b><u>PERS Platinum PPO 90/10</u></b>			
Employee only	\$1,357.76	\$1,357.76	\$0.00
Two Party	\$2,715.53	\$1,713.89	\$1,001.64
Family	\$3,530.18	\$1,713.89	\$1,816.29

**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</u></b>			
<b>Employee Assistance Plan (district paid)</b>			
Employees are automatically enrolled			
Composite	\$1.89	\$1.89	\$0.00

**EXHIBIT J**

Classified Employee

**PERFORMANCE  
EVALUATION  
HANDBOOK**



## **PURPOSE OF THE EVALUATION PROCESS**

The purpose of the job performance evaluation is to communicate clearly to the employee the degree of success a person is achieving on the job.

## **GENERAL PROVISIONS**

An employee's immediate supervisor shall be the employee's evaluator. Another evaluator may be designated with the employee's consent.

One copy of each formal evaluation shall be placed in the District's personnel files maintained in the District Human Resources office.

Areas rated in Personal Factors and Interpersonal Skills shall be the same for all employees as both are appropriate to any employee in the District. "Other," that is listed under Personal Factors is to allow the supervisor flexibility to rate an employee in another related area within this category. Factors in Job Skill and Job Knowledge are designed to be specific to the job. There are job specific evaluation pages for instructional assistants and auxiliary personnel, maintenance, operations, food service, clerical and technology employees.

## **PERMANENT EMPLOYEES**

A permanent employee has successfully completed the required probationary period.

Permanent, nine, ten, eleven, and twelve-month employees shall be formally evaluated at least every other year. Employees who receive ratings of below standard or unacceptable shall be formally evaluated annually until the employee either successfully remedies the poor job performance or until the employee's service is severed from the District. Regardless of previous years' evaluation ratings, evaluators of all permanent employees shall have an informal evaluation conference during January, February or March of each year. This informal evaluation may or may not be written, and if written shall be placed in the employee's personnel file in the District Human Resources office. The purpose of this informal conference is to provide employees information regarding their job performance.

## **PROBATIONARY EMPLOYEES**

A probationary employee is one who has not attained tenure in the classification in which the employee is serving. The probationary period is six months from the date of hire.

Probationary employees are evaluated during their six month probation. The evaluator shall meet with the employee during the first two months of employment to provide assistance to the employee and to supervise closely the employee's work.

Nine, and ten month unit employees shall be formally evaluated at the beginning of the third and fifth months of employment. Eleven and twelve month employees shall be formally evaluated at the beginning of the third and fifth months of employment.

☐ Probationary  
☐ Month of Evaluation  
☐ 3<sup>rd</sup>      ☐ 5th

☐ Permanent  
☐ 11 or 12 Month Assignment  
☐ 9 or 10 Month Assignment

☐ Promoted  
☐ 3 Month  
☐ 5 Month

Employee	Job Position	Site	Evaluator
<u>Rating Scale:</u> * (1) <b>Outstanding</b> (2) <b>Above Standard</b> (3) <b>Standard</b> * (4) <b>Below Standard</b>  * (5) <b>Unacceptable</b>  N/A Not Applicable	<u>Definition</u> 1. Consistently exceeds job requirements. 2. Often exceeds job requirements. 3. Meets job requirements. 4. Needs to improve: Specific suggestions will be made and included on this form to assist employee performance. 5. Unsatisfactory: Assistance plan must be developed to remediate any unacceptable performance. Plan must be submitted to Human Resources Services.  N/A Not Applicable	<u>Directions:</u> Evaluators are to rate each item outlined in the four areas of evaluation. Personal Factors, Interpersonal Skills, Job Knowledge, and Job Skill. The ratings, 1-5, are described on this form. All ratings require that an evaluator's comment on the rating substantiating the mark. Evaluators are to provide the employee with an overall rating which best describes the overall work performance of the employee.	

#### Personal Factors

Employee

\_\_\_\_\_ Maintains strict confidence  
\_\_\_\_\_ Complies with work instructions; accepts and uses constructive criticism.  
\_\_\_\_\_ Complies with work hours.  
  
\_\_\_\_\_ Has regular attendance.  
\_\_\_\_\_ Presents positive personal image.  
\_\_\_\_\_ Wears clothing appropriate to job responsibility.  
\_\_\_\_\_ Is flexible and adaptive.  
\_\_\_\_\_ Is dependable and able to work independently.  
\_\_\_\_\_ Demonstrates ability to perform the physical requirements of the job.  
\_\_\_\_\_ Other \_\_\_\_\_

#### Interpersonal Skills

Employee is able to work cooperatively and effectively

\_\_\_\_\_ With coworkers.  
\_\_\_\_\_ With students.  
\_\_\_\_\_ With supervisors.  
\_\_\_\_\_ With public.

#### EVALUATOR'S COMMENTS: (Personal Factors and Interpersonal Skills)

#### EMPLOYEE'S COMMENTS: (Optional) Additional written response may be attached

**Job Knowledge**

- \_\_\_\_\_ Has knowledge of computer hardware/software and other office machines.
- \_\_\_\_\_ Has knowledge of State and District regulations, policies/procedures when applicable.
- \_\_\_\_\_ Has knowledge of correct spelling, English, grammar, and punctuation.
- \_\_\_\_\_ Has knowledge of typing, filing, and business correspondence.
- \_\_\_\_\_ Has knowledge of collective bargaining agreements and interprets within the scope of the position.
- \_\_\_\_\_ Has knowledge of basic first aid where required by position.
- \_\_\_\_\_ Has knowledge of basic mathematical concepts.
- \_\_\_\_\_

**Job Skill**

Employee

- \_\_\_\_\_ Writes legibly.
- \_\_\_\_\_ Performs clerical work with speed and accuracy.
- \_\_\_\_\_ Composes correspondence independently.
- \_\_\_\_\_ Establishes work priorities effectively and organizes work.
- \_\_\_\_\_

**Job Skill (continued)**

- \_\_\_\_\_ Grasps written and oral instructions and follows through to completion.
- \_\_\_\_\_ Reviews work for accuracy.
- \_\_\_\_\_ Demonstrates appropriate telephone etiquette and takes messages accurately.
- \_\_\_\_\_ Recognizes problem situations and seeks effective solutions.
- \_\_\_\_\_ Demonstrates a professional demeanor in the office.
- \_\_\_\_\_ Handles frequent interruptions with ease and calmness.
- \_\_\_\_\_ Communicates to others all pertinent information related to task.
- \_\_\_\_\_ Requests and processes records/files and fulfills requests of others promptly.
- \_\_\_\_\_ Schedules and coordinates appointments and interviews efficiently.
- \_\_\_\_\_ Maintains neat and accurate records/files.
- \_\_\_\_\_ Performs computations with speed and accuracy.
- \_\_\_\_\_ Operates office machines with efficiency.
- \_\_\_\_\_ Collects, organizes, and evaluates information.
- \_\_\_\_\_ Processes mail accurately and promptly.
- \_\_\_\_\_ Understands and uses proper bookkeeping procedures and terminology.
- \_\_\_\_\_ Demonstrates ability to work under pressure.
- \_\_\_\_\_

**EVALUATOR'S COMMENTS:**

--

**EMPLOYEE'S COMMENTS: (Optional)** Additional written response may be attached

--

**OVERALL RATING (Scale 1-5) \_**

(Evaluators are to provide an overall (average of all ratings) rating that best describes the overall work performance.)

I have provided the employee an opportunity for discussion, comments, and written reaction to the performance evaluation.

I have reviewed this document and discussed the contents with my supervisor. My signature on this page acknowledges that I have been advised of my performance status, which does not necessarily imply that I agree with the evaluation.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date



Use this evaluation form for the following Clerical Positions

Accounting Assistant I  
Accounting Assistant II  
Accounting Assistant III  
Accounting Assistant IV  
Administrative Secretary I  
Administrative Secretary II  
Attendance Technician  
Assessment and Accountability Technician  
Benefits Analyst  
Budget/Accounting Technician  
Budget/Program Technician  
Buyer  
College/Career Center Technician  
Construction & Operations Secretary  
Counseling Assistant  
CTE Technician  
District Attendance and Fundraising Technician  
Employee Benefits Technician  
Facilities Services Assistant

Facilities Operations and Construction Technician  
Financial Analyst  
Food Service Operations Technician  
Guidance/Program Technician I  
Guidance/Program Technician II  
Human Resources Analyst-Classified  
Human Resources Analyst-Certificated  
Human Resources Technician  
Lead Buyer  
Lead Payroll Technician  
Office Assistant-Adult Education  
Office Assistant-Elementary  
Office Occupations – Adult Education  
Office Technician-Continuation  
Payroll Technician  
Payroll Technician/Benefits Technician  
Personnel Clerk  
Project and Accounting Analyst  
Project Accounting Technician  
Purchasing Clerk  
Purchasing Technician

Registrar  
School Office Manager-Adult School  
School Office Manager-Alternative School  
School Office Manager-Children's Center  
School Office Manager-Continuation  
School Office Manager-Elementary  
School Office Manager-High School  
School Office Manager-Independent Learning Academy  
School Office Manager-Middle School  
School Office Manager-Satellite School  
Secretary I  
Secretary II  
Secretary III  
Senior Secretary  
Senior Attendance Technician  
Senior School Finance Technician  
Special Education Data Systems Technician  
Special Education Technician  
Use of Facilities Coordinator/  
Senior Administrative Assistant

**Job Knowledge**

Employee

- \_\_\_\_\_ Has basic knowledge of skill or trade.
- \_\_\_\_\_ Has ability to read and follow written instructions.
- \_\_\_\_\_ Has knowledge to read, understand, and use plot maps, schematics, line drawings, and blue prints.
- \_\_\_\_\_ Has knowledge of Federal, State, and local codes required for job.
- \_\_\_\_\_ Follows supervisor's directions regarding District policies and procedures.
- \_\_\_\_\_ Has knowledge of the proper use and selection of hand and power tools to complete the job in a safe and proper manner.

**Job Skill**

Employee

- \_\_\_\_\_ Has ability to operate vehicles in a safe manner.
- \_\_\_\_\_ Plans and organizes for efficiency of work to accomplish job task.
- \_\_\_\_\_ Operates equipment in a safe, cost efficient manner.
- \_\_\_\_\_ Performs assigned duties accurately and thoroughly.
- \_\_\_\_\_ Completes assignment that is professional in appearance and manner.
- \_\_\_\_\_ Presents written work that is correct, legible, and concise in a trades person like manner.
- \_\_\_\_\_ Maintains safe working conditions for self and others.
- \_\_\_\_\_ Recognizes problem situations and seeks effective solutions.
- \_\_\_\_\_ Recognizes limits of authority and refers serious or complex problems to supervisor.
- \_\_\_\_\_ Displays job skills that are applicable to work requirements.

**EVALUATOR'S COMMENTS:**

**EMPLOYEE'S COMMENTS: (Optional)** Additional written response may be attached

**OVERALL RATING (Scale 1 – 5) \_**

(Evaluators are to provide an overall (average of all ratings) rating that best describes the overall work performance.)

I have provided the employee an opportunity for discussion, comments, and written reaction to the performance evaluation.

I have reviewed this document and discussed the contents with my supervisor. My signature on this page acknowledges that I have been advised of my performance status, which does not necessarily imply that I agree with the evaluation.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

Use this evaluation form for the following Maintenance Positions

Carpenter  
Electrician  
Facilities Leadperson  
Facilities Worker  
Glazier/Carpenter  
HVAC Mechanic  
Locksmith

Low-Voltage Electrician  
Maintenance Leadperson  
Painter  
Plant Engineer  
Plasterer/Cement Finisher  
Plumber  
Sheet Metal Mechanic  
Vehicle & Equipment Mechanic

**Job Knowledge**

Employee

- \_\_\_\_\_ Has knowledge of basic duties necessary for performance of Food Service position, including principles of portion control and food handling.
- \_\_\_\_\_ Learns and follows Federal, State, District, and local school lunch program procedures.
- \_\_\_\_\_ Learns assigned tasks and acquires skills necessary to perform the job.
- \_\_\_\_\_ Understands, follows, and implements the standards and rules of kitchen safety and sanitation.

**Job Skill**

Employee

- \_\_\_\_\_ Plans and organizes for efficiency of work regarding the assembling of necessary items to complete the task.
- \_\_\_\_\_ Operates equipment in a safe, sanitary manner, using good judgement regarding safety procedures and cost efficiency.

**Job Skill (continued)**

Employee

- \_\_\_\_\_ Performs assigned duties accurately and thoroughly, following written and/or verbal directions.
- \_\_\_\_\_ Determines needs for efficient operation of the kitchen.
- \_\_\_\_\_ Presents written work that is correct, legible, concise, and neat.
- \_\_\_\_\_ Recognizes problem and potentially dangerous situations and seeks effective solutions.
- \_\_\_\_\_ Recognizes limits of authority and refers serious/complex problems to supervisor.
- \_\_\_\_\_ Understands, accepts, and practices the principles of time and motion and work simplification techniques.
- \_\_\_\_\_ Displays technical job skills that are applicable to work requirements, including knowledge of basic measurements and ability to follow a written set of directions and adapt as necessary.

**EVALUATOR'S COMMENTS:****EMPLOYEE'S COMMENTS: (Optional)** Additional written response may be attached**OVERALL RATING (Scale 1-5) \_**

(Evaluators are to provide an overall (average of all ratings) rating that best describes the overall work performance.)

I have provided the employee an opportunity for discussion, comments, and written reaction to the performance evaluation.

I have reviewed this document and discussed the contents with my supervisor. My signature on this page acknowledges that I have been advised of my performance status, which does not necessarily imply that I agree with the evaluation.

\_\_\_\_\_  
Signature of Evaluator\_\_\_\_\_  
Date\_\_\_\_\_  
Signature of Employee\_\_\_\_\_  
Date

Use this evaluation form for the following Food Service Positions

Barbecue Cook  
Food Service Assistant  
Food Service Cashier-Elementary  
Food Service Cook  
Food Service Cook – Central Kitchen  
Serving Kitchen Operator  
Food Service Utility Driver

**Job Knowledge**

Employee

- \_\_\_\_\_ Has knowledge of basic duties of position including student/child guidance and practices.
- \_\_\_\_\_ Demonstrates correct English usage, grammar, spelling, punctuation, and vocabulary, both orally and in writing.
- \_\_\_\_\_ Follows school and District procedures, including safe practices in classroom activities.
- \_\_\_\_\_ Learns newly-assigned tasks and acquires skills necessary to perform the job.

**Job Skill**

Employee

- \_\_\_\_\_ Plans and organizes for efficiency of work.
- \_\_\_\_\_ Provides assistance to individuals or small groups.
- \_\_\_\_\_
- \_\_\_\_\_ Presents written work that is correct, legible, concise and neat.
- \_\_\_\_\_ Recognizes problem situations and seeks effective solutions.
- \_\_\_\_\_ Recognizes limits of authority and refers serious situations to teacher or supervisor as appropriate.
- \_\_\_\_\_ Demonstrates skill in preparing teaching aids and devices.
- \_\_\_\_\_
- \_\_\_\_\_ Performs routine clerical tasks if part of job description (e.g., filing, typing, duplicating, recordkeeping).
- \_\_\_\_\_ Supervises students in firm, professional, friendly manner, creating support and building positive relationships.
- \_\_\_\_\_ Works effectively with students having diverse needs and learning abilities.
- \_\_\_\_\_ Exercises confidentiality and discretion.

**EVALUATOR'S COMMENTS:**

**EMPLOYEE'S COMMENTS: (Optional)** Additional written response may be attached

**OVERALL RATING (Scale 1 -5) \_**

(Evaluators are to provide an overall (average of all ratings) rating that best describes the overall work performance.)

I have provided the employee an opportunity for discussion, comments, and written reaction to the performance evaluation.

I have reviewed this document and discussed the contents with my supervisor. My signature on this page acknowledges that I have been advised of my performance status, which does not necessarily imply that I agree with the evaluation.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

Use this evaluation form for the following Instructional Series Positions

Assistive Technology Assistant  
Behavior Intervention Assistant  
Community Resource Assistant  
Educational Interpreter I – Deaf and Hard of Hearing  
Educational Interpreter II – Deaf and Hard of Hearing  
Educational Reader-Visually Impaired  
Elementary Physical Education Assistant  
Instructional Resources Assistant  
Paraeducator  
Paraeducator - Adult Education/Learning Center  
Paraeducator - Adult English Language Development  
Paraeducator– At Risk Youth  
Paraeducator – Children’s Center

Paraeducator – Children’s Center II  
Paraeducator-Deaf and Hard of Hearing (DHH)  
Paraeducator - English Language Learner  
Paraeducator- Environmental Science Park  
Paraeducator-Health Care  
Paraeducator - Parent Education  
Paraeducator – Primary Language Support  
Paraeducator-Severe Behavioral I  
Paraeducator Severe Behavioral II  
Paraeducator - Severely Impaired  
Paraeducator - Special Education  
Volunteer Coordinator

**Job Knowledge**

Employee

- \_\_\_\_\_ Has knowledge of basic duties of position including student/child guidance and practices.
- \_\_\_\_\_ Demonstrates correct English usage, grammar, spelling, punctuation, and vocabulary, both orally and in writing.
- \_\_\_\_\_ Follows school and District procedures, including safe practices in classroom activities.
- \_\_\_\_\_ Learns newly-assigned tasks and acquires skills necessary to perform the job.

**Job Skill**

Employee

- \_\_\_\_\_ Plans and organizes for efficiency of work to accomplish job task.
- \_\_\_\_\_ Operates equipment in a safe, cost efficient manner, and leaves equipment in working order.
- \_\_\_\_\_ Reinforces or follows up on learning activities after receiving instructions.
- \_\_\_\_\_ Is able to assist individuals or small groups.
- \_\_\_\_\_ Presents written work that is correct, legible, concise and neat.
- \_\_\_\_\_ Recognizes problem situations and seeks effective solutions.
- \_\_\_\_\_ Recognizes limits of authority and refers serious situations to teacher or supervisor as appropriate.
- \_\_\_\_\_ Demonstrates skill in preparing teaching aids and devices.
- \_\_\_\_\_ Performs routine clerical tasks if part of assigned duties (e.g., filing, typing, duplicating, recordkeeping).
- \_\_\_\_\_ Supervises students in firm, professional, friendly manner, creating support and building positive relationships.
- \_\_\_\_\_ Works effectively with students having diverse needs and learning abilities.
- \_\_\_\_\_ Exercises confidentiality and discretion.

**EVALUATOR'S COMMENTS:**

**EMPLOYEE'S COMMENTS: (Optional)** Additional written response may be attached

**OVERALL RATING (Scale 1 -5) \_**

(Evaluator's are to provide an overall (average of all ratings) rating that best describes the overall work performance.)

I have provided the employee an opportunity for discussion, comments, and written reaction to the performance evaluation.

I have reviewed this document and discussed the contents with my supervisor. My signature on this page acknowledges that I have been advised of my performance status, which does not necessarily imply that I agree with the evaluation.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date



Use this evaluation form for the following Auxiliary positions

Adult School ELL/Office Specialist I  
Adult School ELL/Office Specialist II  
Adult School ELL/Office Specialist III  
Adult School Learning Center Technician  
Campus Supervisor  
Campus Supervisor-Elementary School  
Career Vocational Assistant  
Certified Occupational Therapy Assistant  
Children's Center Health Technician  
District Office Receptionist  
ELD Office Specialist I

Health Services Assistant  
Health Services Assistant-LVN/RN  
Instructional Media Specialist - Middle School  
Intervention Specialist for At-Risk Students  
Library Coordinator  
Library Coordinator-Elementary  
Senior Textbook Coordinator  
Speech Pathology Assistant  
Student Services and Attendance Specialist  
Student Services and Attendance Specialist for  
Homeless and Foster Youth

**Job Knowledge**

Employee

- ☐ Has knowledge of basic duties of position.
- ☐ Follows supervisor's directions regarding school and District procedures.
- ☐ Has ability to learn newly-assigned tasks and acquires skills necessary to perform job.
- ☐ Has knowledge of safety procedures and techniques in operating equipment/materials in a safe, cost effective manner.
- ☐ Has ability to follow oral and written instructions.
- ☐ Has ability to acquire knowledge necessary to perform job tasks.

**EVALUATOR'S COMMENTS:**

**OVERALL RATING (Scale 1 – 5)** \_

(Evaluators are to provide an overall (average of all ratings) rating that best describes the overall work performance.)

I have provided the employee an opportunity for discussion, comments, and written reaction to the performance evaluation.

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

\_\_\_\_\_  
Date

**Job Skill**

Employee

- ☐ Plans and organizes for efficiency of work to accomplish job task.
- ☐ Recognizes problem situations and seeks effective solutions.
- ☐ Recognizes limits of authority and refers serious, complex problems to supervisor.
- ☐ Displays technical job skill that is applicable to work requirements.
- ☐ Performs duties and operates equipment in a safe manner.
- ☐ Has ability to operate vehicles in a safe manner.
- ☐ Performs and completes assigned duties accurately, thoroughly, and efficiently.

**EMPLOYEE'S COMMENTS: (Optional) Additional written response may be attached**

I have reviewed this document and discussed the contents with my supervisor. My signature on this page acknowledges that I have been advised of my performance status, which does not necessarily imply that I agree with the evaluation.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

Use this evaluation form for the following Operations Positions

Children's Center Service Worker  
Custodian

Grounds Leadperson

Grounds Technician

Irrigation Specialist

Integrated Pest Control/Grounds Technician

Lead Custodian

Lead Warehouse Worker

Reprographics Technician

School Safety/Utility Custodian

Senior Custodian/Campus Supervisor Monterey High School/CDS

Swimming Pool Custodian

Utility Custodian

Utility Driver

Warehouse Worker

**Job Knowledge**

Employee

- \_\_\_\_\_ Has adequate knowledge of installing, repairing, and replacing computer hardware and software.
- \_\_\_\_\_ Has ability to read and follow written and verbal instructions.
- \_\_\_\_\_ Demonstrates adequate hardware and software diagnostic skills.
- \_\_\_\_\_ Keeps abreast of new and changing technologies required for job.
- \_\_\_\_\_ Follows supervisor's directions regarding District policies and procedures.
- \_\_\_\_\_ Has knowledge of the proper use and selection of equipment and diagnostic tools to complete the job in a safe and proper manner.

**Job Skill**

Employee

- \_\_\_\_\_ Plans and organizes for efficiency of work to accomplish job task.
- \_\_\_\_\_ Operates equipment in a safe, cost efficient manner.
- \_\_\_\_\_ Performs assigned duties accurately and thoroughly.
- \_\_\_\_\_ Completes assignment that is professional in appearance and manner.
- \_\_\_\_\_ Presents written work and provides documentation that is correct, legible, and and concise in a professional manner.
- \_\_\_\_\_ Maintains safe working conditions for self and others.
- \_\_\_\_\_ Recognizes problem situations and seeks effective solutions.
- \_\_\_\_\_ Recognizes limits of authority and refers serious or complex problems to supervisor.
- \_\_\_\_\_ Displays job skills that are applicable to work requirements.
- \_\_\_\_\_ Works independently with little direction.

**EVALUATOR'S COMMENTS:****EMPLOYEE'S COMMENTS:** (Optional) Additional written response may be attached**OVERALL RATING (Scale 1 – 5) \_**

(Evaluators are to provide an overall (average of all ratings) rating that best describes the overall work performance.)

I have provided the employee an opportunity for discussion, comments, and written reaction to the performance evaluation.

I have reviewed this document and discussed the contents with my supervisor. My signature on this page acknowledges that I have been advised of my performance status, which does not necessarily imply that I agree with the evaluation.

\_\_\_\_\_  
Signature of Evaluator\_\_\_\_\_  
Date\_\_\_\_\_  
Signature of Employee\_\_\_\_\_  
Date

Use this evaluation form for the following Technology Positions

Adult School Technology Support Specialist II  
Information Technology Systems Analyst  
Instructional Technology Media Specialist-Elementary  
Lead Information Technology Systems Analyst  
Lead Technology Support Specialist  
Network Analyst  
Student Information Systems Analyst  
Systems Analyst  
System Support Specialist  
Technology Support Specialist I  
Technology Support Specialist II  
User Support Specialist

**BURBANK UNIFIED SCHOOL DISTRICT**

**ASSISTANCE PLAN FORM  
CLASSIFIED EVALUATION**

**(Refer to Article 18.8 for additional guidelines )**

**Describe unsatisfactory area(s) of performance:**

**List specific corrective actions:**

\_\_\_\_\_  
**Supervisor's Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Employee's Signature**

\_\_\_\_\_  
**Date**

**Clerical Form**

Accounting Assistant I  
Accounting Assistant II  
Accounting Assistant III  
Accounting Assistant IV  
Administrative Secretary I  
Administrative Secretary II  
Attendance Technician  
Assessment and Accountability Technician  
Benefits Analyst  
Budget/Accounting Technician  
Budget/Program Technician  
Buyer  
College/Career Center Technician  
Construction & Operations Secretary  
Counseling Assistant  
CTE Technician  
District Attendance and Fundraising Technician  
Employee Benefits Technician  
Facilities Services Assistant  
Facilities Operations and Construction Technician  
Financial Analyst  
Food Service Operations Technician  
Guidance/Program Technician I  
Guidance/Program Technician II  
Human Resources Analyst-Classified  
Human Resources Analyst-Certificated  
Human Resources Technician  
Lead Buyer  
Lead Payroll Technician  
Office Assistant-Adult Education  
Office Assistant-Elementary  
Office Occupations – Adult Education  
Office Technician-Continuation  
Payroll Technician  
Payroll Technician/Benefits Technician  
Personnel Clerk  
Project and Accounting Analyst  
Project Accounting Technician  
Purchasing Clerk  
Purchasing Technician  
Registrar  
School Office Manager-Adult School  
School Office Manager-Alternative School

**Clerical Form (continued)**

School Office Manager-Children's Center  
School Office Manager-Continuation  
School Office Manager-Elementary  
School Office Manager-High School  
School Office Manager-Independent Learning Academy  
School Office Manager-Middle School  
School Office Manager-Satellite School  
Secretary I  
Secretary II  
Secretary III  
Senior Secretary  
Senior Attendance Technician  
Senior School Finance Technician  
Special Education Data Systems Technician  
Special Education Technician  
Use of Facilities Coordinator/  
Senior Administrative Assistant

**Food Services Form**

Barbecue Cook  
Food Service Assistant  
Food Service Cashier-Elementary  
Food Service Cook  
Food Service Cook – Central Kitchen  
Serving Kitchen Operator  
Food Service Utility Driver

**Auxiliary Form**

Adult School ELL/Office Specialist I  
Adult School ELL/Office Specialist II  
Adult School ELL/Office Specialist III  
Adult School Learning Center Technician  
Campus Supervisor  
Campus Supervisor-Elementary School  
Career Vocational Assistant  
Certified Occupational Therapy Assistant  
Children's Center Health Technician  
District Office Receptionist  
ELD Office Specialist I  
Health Services Assistant  
Health Services Assistant-LVN/RN  
Instructional Media Specialist - Middle School  
Intervention Specialist for At-Risk Students

**Auxiliary Form (continued)**

Library Coordinator  
Library Coordinator-Elementary  
Senior Textbook Coordinator  
Speech Pathology Assistant  
Student Services and Attendance Specialist  
Student Services and Attendance Specialist  
For Homeless and Foster Youth

**Instructional Series**

Assistive Technology Assistant  
Behavior Intervention Assistant  
Community Resource Assistant  
Educational Interpreter I – Deaf and Hard of Hearing  
Educational Interpreter II – Deaf and Hard of Hearing  
Educational Reader-Visually Impaired  
Elementary Physical Education Assistant  
Instructional Resources Assistant  
Paraeducator  
Paraeducator - Adult Education/Learning Center  
Paraeducator - Adult English Language Development  
Paraeducator– At Risk Youth  
Paraeducator – Children’s Center  
Paraeducator – Children’s Center II  
Paraeducator-Deaf and Hard of Hearing (DHH)  
Paraeducator - English Language Learner  
Paraeducator- Environmental Science Park  
Paraeducator-Health Care  
Paraeducator - Parent Education  
Paraeducator – Primary Language Support  
Paraeducator-Severe Behavioral I  
Paraeducator Severe Behavioral II  
Paraeducator - Severely Impaired  
Paraeducator - Special Education  
Volunteer Coordinator

**Technology Series**

Adult School Technology Support Specialist II  
Information Technology Systems Analyst  
Instructional Technology Media Specialist-Elementary  
Lead Information Technology Systems Analyst  
Lead Technology Support Specialist  
Network Analyst  
Student Information Systems Analyst

**Technology Series (continued)**

Systems Analyst  
System Support Specialist  
Technology Support Specialist I  
Technology Support Specialist II  
User Support Specialist

**Operations Form**

Children’s Center Service Worker  
Custodian  
Grounds Leadperson  
Grounds Technician  
Irrigation Specialist  
Integrated Pest Control/Grounds Technician  
Lead Custodian  
Lead Warehouse Worker  
Reprographics Technician  
School Safety/Utility Custodian  
Senior Custodian/Campus Supervisor  
Monterey High School/CDS  
Swimming Pool Custodian  
Utility Custodian  
Utility Driver  
Warehouse Worker

**Maintenance Form**

Carpenter  
Electrician  
Facilities Leadperson  
Facilities Worker  
Glazier/Carpenter  
HVAC Mechanic  
Locksmith  
Low-Voltage Electrician  
Maintenance Leadperson  
Painter  
Plant Engineer  
Plasterer/Cement Finisher  
Plumber  
Sheet Metal Mechanic  
Vehicle & Equipment Mechanic



# EXHIBIT K



## BURBANK UNIFIED SCHOOL DISTRICT HUMAN RESOURCE SERVICES

1900 WEST OLIVE AVENUE • BURBANK • CALIFORNIA • 91506  
TELEPHONE (818) 729-4416 • FAX (818) 729-4554

### CERTIFICATE FOR RETURN TO WORK OR FURTHER TREATMENT

Patient/Employee Name: \_\_\_\_\_ Job Title: \_\_\_\_\_

Industrial Injury Yes ☐ No ☐ \_\_\_\_\_ Date of Injury/Disabling Condition: \_\_\_\_\_  
Exam Date: \_\_\_\_\_

The above employee has been under my care since \_\_\_\_\_ (Date)

### PATIENT'S STATUS

Please indicate **ALL** that apply.

- ☐ Job Analysis or Job Description has been reviewed and taken into consideration.
- ☐ Return to Work with **NO RESTRICTIONS** on \_\_\_\_\_ (Date) Follow up visit (if needed) \_\_\_\_\_ (Date)
- ☐ Return to Work **WITH RESTRICTIONS\*\*** starting \_\_\_\_\_ (Date) thru \_\_\_\_\_ (Date)
- ☐ Employee is expected to **RETURN TO FULL DUTY WITHIN 60 DAYS** ☐ Restrictions are **PERMANENT**
- ☐ **TAKEN OFF WORK** starting \_\_\_\_\_ (Date) thru \_\_\_\_\_ (Date)
- ☐ Next Appointment Date: \_\_\_\_\_

#### **\*\*NOTE PHYSICAL RESTRICTIONS BELOW**

### PHYSICAL ACTIVITY RESTRICTIONS

- |                                                                                        |                                                                         |
|----------------------------------------------------------------------------------------|-------------------------------------------------------------------------|
| <input type="checkbox"/> NO repetitive lifting/carrying of _____ lbs. or more          | <input type="checkbox"/> NO repetitive bending / stooping               |
| <input type="checkbox"/> NO lifting/carrying of _____ lbs. or more                     | <input type="checkbox"/> NO repetitive squatting / kneeling             |
| <input type="checkbox"/> NO repetitive pushing/pulling of _____ lbs. or more           | <input type="checkbox"/> NO prolonged standing in excess of _____ hours |
| <input type="checkbox"/> NO pushing/pulling of _____ lbs. or more                      | <input type="checkbox"/> NO prolonged sitting in excess of _____ hours  |
| <input type="checkbox"/> NO at or above shoulder level reaching                        | <input type="checkbox"/> Must alternate sitting/standing                |
| <input type="checkbox"/> NO repetitive keyboarding in excess of _____ minutes per hour | <input type="checkbox"/> NO running / jumping / climbing                |
| <input type="checkbox"/> NO prolonged walking in excess of _____ hours                 |                                                                         |
| <input type="checkbox"/> Other: (please be specific) _____                             |                                                                         |

#### **Additional Physician Restrictions:**

Physician's Original Signature \_\_\_\_\_

Date \_\_\_\_\_

#### **PLEASE PRINT:**

Physician's Name: \_\_\_\_\_ CA Lic #: \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax: \_\_\_\_\_

**RETURN FORM TO: Burbank Unified School District – Human Resources Services**

05/09

MEMORANDUMS OF UNDERSTANDING AND  
TENTATIVE AGREEMENTS  
2021-2024

Memorandum of Understanding

between the

Burbank Unified School District

and the

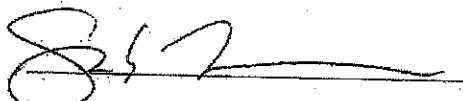
California School Employees Association and its Burbank Chapter #674

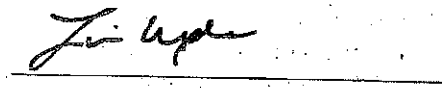
Term Extension


July 23, 2020

The Burbank Unified School District and the California School Employees Association and its Burbank Chapter #674 agree that it is in the parties' best interest to have stability during negotiations for a new successor agreement and recognize that due to the COVID-19 pandemic, negotiations may be delayed. To this end the parties agree as follows:

1. The parties agree to extend the terms of their existing collective bargaining agreement, which expires on June 30, 2020, to December 31, 2020.
2. The above referenced extension shall include all specific terms of the agreement that expires on June 30, 2020 except for:
  - a. Article 1: Agreement
  - b. ~~Article 3: Management Rights and District Powers~~
  - c. Article 28: Conclusiveness of Agreement
3. The parties agree they will publicly notice (pursuant to Government Code section 3547) their respective proposal for successor agreement negotiations.
4. The parties shall have a free and unlimited right to make successor agreement proposals on any subject matter within the scope of representation, as defined by Government Code section 3543.2, and shall commence good faith negotiations to reach a new and complete successor agreement in a timely manner.
5. Nothing in this agreement shall be construed as limiting any rights the parties otherwise retain under the provisions of the Educational Employment Relations Act.

  
For the District

  
For CSEA

  
For CSEA

**Memorandum of Understanding**

**between the**

**Burbank Unified School District**

**and the**

**California School Employees Association and its Burbank Chapter #674**

**Term Extension**

**December 9, 2020**

The Burbank Unified School District and the California School Employees Association and its Burbank Chapter #674 agree that it is in the parties' best interest to have stability during negotiations for a new successor agreement and recognize that due to the COVID-19 pandemic, negotiations may be delayed. To this end the parties agree as follows:

1. The parties agree to extend the terms of their existing Term Extension of the Collective Bargaining Agreement, which expires on December 31, 2020, to June 30, 2021.
2. The above referenced extension shall include all specific terms of the agreement that expires on December 31, 2020 except for:
  - a. Article 1: Agreement
  - b. Article 28: Conclusiveness of Agreement
3. The parties agree that reopener negotiations will proceed as outlined in the Collective Bargaining Agreement.
4. The parties agree they will publicly notice (pursuant to Government Code section 3547) their respective proposal for successor agreement negotiations.
5. The parties shall have a free and unlimited right to make successor agreement proposals on any subject matter within the scope of representation, as defined by Government Code section 3543.2, and shall commence good faith negotiations to reach a new and complete successor agreement in a timely manner.
6. Nothing in this agreement shall be construed as limiting any rights the parties otherwise retain under the provisions of the Educational Employment Relations Act.

*Sarah Niemann*

For the District

*Li Upde*

For CSEA

*Cisra Chilton* 12/10/20

For CSEA

**Memorandum of Understanding**

**Between the**

**Burbank Unified School District**

**and the**

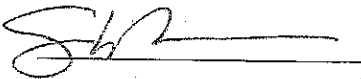
**California School Employees Association and its Burbank Chapter # 674**

**April 6, 2022**

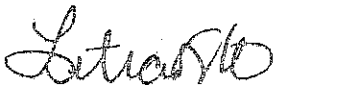
The Burbank Unified School District and the California School Employees Association and its Burbank Chapter # 674 agree that it is in the parties' best interest to have stability during negotiations for a new successor agreement. To this end the parties agree as follows:

1. The parties agree to amend Article I: Agreement to create a new term of July 1, 2021 to June 30, 2024.
2. The above referenced collective bargaining agreement shall embody all the specific terms of the agreement that expired on June 30, 2021, except for Article I: Agreement and Article 28: Conclusiveness of Agreement.
3. The parties will continue to meet and negotiate in good faith over modifications to the successor collective bargaining agreement and upon final agreement submit all existing tentative agreements and any newly reached tentative agreements to their principals. The parties shall have free and unlimited right to make successor agreement proposals on any subject matter within the scope of representation, as defined by Government Code section 3543.2, and shall continue good faith negotiations to reach a new and complete successor agreement in a timely manner.
4. Nothing in this agreement shall be construed as limiting any rights the parties otherwise retain under the provisions of the Educational Employment Relations Act.

For the District:





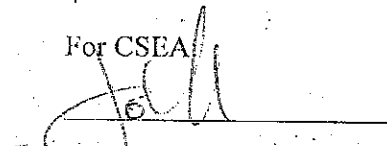


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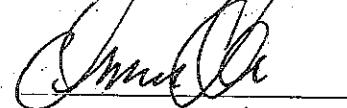
For CSEA



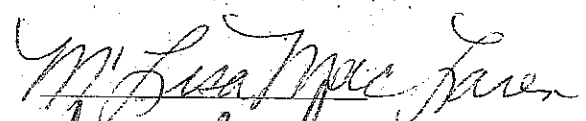


CICA 4/6/22 LRD











Memorandum of Understanding

Between the

Burbank Unified School District

And the

California School Employees Association and its Burbank Chapter #674

**Assembly Bill 86 Paraprofessional Funds**

This agreement is reached by and between the Burbank Unified School District (District) and the California School Employees Association and its Burbank Chapter #674 (CSEA) on August 5, 2021 addressing the 10% of Assembly Bill 86 funds required to be spent on paraprofessionals.

1. **Definition:** For the purpose of this agreement, the District defines paraprofessionals as employees who directly support student learning.
2. **Increased Hours:** The District shall offer increased hours for part-time paraprofessionals in the classified bargaining unit by up to two hours (not to exceed an 8 hour day) on or before August 31, 2021. Increased hours allow for consistency with students, additional preparation time, additional opportunities for student support, support for the supervision of campus as well as ingress and egress as needed. The parties agree that ~~the increased hours agreed to in this section will revert to the employee's original FTE at the conclusion of their regular work year for the 2021-2022 school year without the need to bump or lay off due to the reduction of hours.~~ *only apply to* Should the District consider maintaining increased hours for certain positions, they shall notify CSEA and the parties will meet and negotiate seniority, bumping rights, and other hours, wages, and terms and conditions of employment before the decision is implemented. The parties will comply with health and welfare procedures in Article 9 of the Collective Bargaining Agreement.
3. **Pre-Service Training and Development Days:**
  - a. The District shall provide the following trainings on District time to paraprofessionals in the classified bargaining unit:
    - i. Trauma-responsive approaches
    - ii. Technology and software literacy
    - iii. Culturally-centered approaches
  - b. No unit member shall be docked leaves for absences during the pre-service training days.
  - c. The District shall provide CSEA a cost-out of the five pre-service training days by August 31, 2021.
4. **Additional Training:** The District shall inform paraprofessionals of upcoming local and online professional development and training opportunities at the beginning of the fall, spring, and summer sessions.
5. **CPR:** The District will explore the expansion of one-time CPR training to paraprofessionals and will provide that recommendation to CSEA no later than Sept. 30, 2021.

CC 9/21/21  
a 9/21/21  
b 9/21/21

6. **Spending Updates:** The District shall provide CSEA a spending and budget update of the 10% AB 86 funds for each semester, before December 31, 2021 and before May 26, 2022, respectively.
7. **Continued Efforts:** The District shall make its best effort to find funding to continue offering all or some of these opportunities, including if AB 86 or similar legislature is continued or passed, respectively.
8. **Terms:** Either party may reopen this agreement should hours, wages, or working conditions change and/or new guidance is issued by state or local agencies. This agreement expires without precedent on June 30, 2022.

Date of Tentative Agreement: 8/25/2021

District:

Sh 2  
Sevato  
Peter Knapik

CSEA:

Samuel R. [Signature]  
Roberto V. Dela [Signature]  
J. Ayala  
Adrian Mat [Signature]  
W. [Signature]  
Chen [Signature]  
B. DuWall  
Kathy McTern [Signature]  
WA

TA

Memorandum of Understanding

Between the

Burbank Unified School District

And the

California School Employees Association and its Burbank Chapter #674

February 18, 2022

This agreement is made by and between the Burbank Unified School District (District) and the California School Employees Association and its Burbank Chapter #674 (CSEA) on February 18, 2022. Due to an increased number of vacancies, absences and subs who are not interested in working, a number of school sites are regularly without any school office personnel. The District is currently trying to recruit permanent and sub clerical positions, and will continue to do so. In the meantime, the District is hiring agency clerical subs to fill in when there are needs at a school site or in a department.

1. This agreement is non-precedent setting and shall not form the basis for past practice.
2. This agreement is compliant with the parties' other Memoranda of Understanding and Government Code Section 3543.2, which provides a union's right to be notified and bargain the decision and effects of contracting out.
3. This MOU shall expire on June 30, 2022 without precedence.

District:

Sch  
AGLO

CSEA:

Sh Bauman  
CSEA 2/18/22  
Made / Mory  
M. L. Mac  
Roberto Villa / to  
Joel  
Maier  
Andrea R. M.

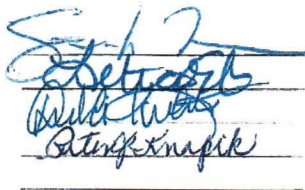


Memorandum of Understanding  
Between the  
California School Employees Association and its Burbank Chapter #674  
And the  
Burbank Unified School District  
May 19, 2021

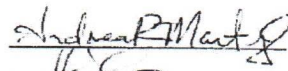
The Burbank Unified School District (District) and the California School Employees Association (Association), jointly known as the Parties (Parties) recognize the extraordinary effort exerted by Association bargaining unit members during the COVID-19 pandemic. In recognition, the parties agree to the following:

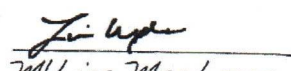
1. The District shall provide bargaining unit members compensation in the amount of \$2,000.00 for employees who work 6 hours and over, \$1,500 for employees who work between 4.00-5.99 and \$1,000 for any employee who works 3.99 hours and below. This amount can be used to compensate and acknowledge time spent beyond contract hours and for supplies purchased during the 2020-21 year of distance learning. The District will not require any proof or documentation from individuals on how this amount is used. The amount, based on the hours of employees' regular assignments as of May 19, 2021, will automatically be made payable to the employee through an individual pay warrant, no later than June 30, 2021.
2. To assist with the increases in costs of Health and Welfare Benefits for the 2020-2021 school year, the District shall pay all employees who elect to take benefits through the District with a one-time payment of \$500.00 to be paid out no later than June 30, 2021. Effective the date of ratification, if an employee, by way of bumping or increased hours, becomes eligible for Health and Welfare Benefits, their benefits will begin the following month. If an increase in hours occurs on a continuous basis for over 20 days, the proration of benefits shall be adjusted upward the following month. Where this agreement offers greater benefits than the parties' collective bargaining agreement, the District shall follow the terms of this agreement.
3. This agreement satisfies Compensation and Health and Welfare negotiations for the 2020-2021 school year. The agreement does not waive CSEA's right to negotiate Article 8, Compensation, including the salary schedule, Article 9, Health and Welfare Benefits, and Article 12, Vacations during the 2021 successor negotiations.

District:

  
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\_\_\_\_\_

CSEA:

  
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CSEA's Labor Relations Representative

Memorandum of Understanding

Between the

Burbank Unified School District

And the

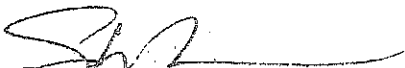
California School Employees Association and its Burbank Chapter #674


April 6, 2022

This Memorandum of Understanding (MOU) is entered into between the Burbank Unified School District (District) and the California School Employees Association and its Burbank Chapter #674 (CSEA) regarding the implementation of the Juneteenth holiday. The parties agree as follows:

1. The District shall treat Juneteenth as a regular holiday in 2022 and going forward. However, if it is later determined by a court of competent jurisdiction or by legislative act or other relevant authority that Juneteenth does not constitute a holiday within the meaning of the Education Code, then it will no longer be designated a holiday for the District. Conversely, should a court of competent jurisdiction or by legislative act or other relevant authority designate additional compensation above what this MOU provides, CSEA shall receive the additional compensation as well.
2. The Juneteenth holiday will be incorporated into the classified work calendar effective the 2021-2022 school year. If the Juneteenth holiday falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When the Juneteenth holiday falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.
3. For CSEA bargaining unit members in paid status and required to work on June 18, 2021, the District shall provide one floating holiday to be used by June 30, 2022. ~~credit one day of vacation.~~
4. CSEA agrees that this MOU resolves all claims brought on behalf of all unit members; Agrees not to sue, pursue, or support any claims or actions against the District for compensation for the Juneteenth holiday.
5. The Parties' signatures on this MOU constitute full and final settlement of this matter.

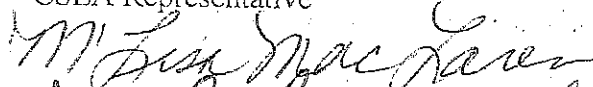




The parties enter into this agreement on April 6, 2022

  
District Representative

  
District Representative

 4/6/22  
CSEA Representative

  
CSEA Representative

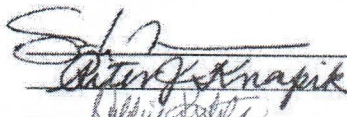
  
  
  
  


**Memorandum of Understanding  
Between the  
Burbank Unified School District  
And the  
California School Employees Association and its Burbank Chapter #674  
April 7, 2021**


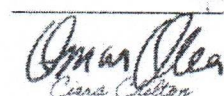
This agreement is entered into between the Burbank Unified School District (District) and the California School Employees Association and its Burbank Chapter #674 (CSEA) concerning additional summer pay and the Expanded Learning Opportunities Grant.

1. The parties agree that all 11- and 12-month bargaining unit members and members who are hired into and complete a summer school assignment, shall receive a one-time \$1,000 payment for their summer efforts regarding learning loss that may have occurred due to the implementation of distance learning.
  - a. Due to the unprecedented demand of summer school and learning loss mitigation, the parties agree that classified bargaining unit members may temporarily transfer duties. Therefore, if a student cancellation occurs, the District shall assign alternate duties, including but not limited to providing floating assistance, taking temperatures, campus supervision, and cleaning high touch surfaces, to assist summer school programs, subject to agreement of the employee.
  - b. All bargaining members in section 1 of this agreement shall be automatically eligible for \$500 upon acceptance of a summer school assignment, regardless of a student cancellation.
2. Payments shall be issued in full after the completion of summer school.
3. This parties agree to negotiate Assembly Bill 86, which designates specific funds for paraprofessionals, within five business days of the execution of this agreement.
4. This agreement does not waive CSEA's right to negotiate Article 8: Compensation during 2021-2022 successor negotiations, wherein CSEA seeks a fair wage increase for all classified bargaining unit members.

For the District:

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

For CSEA:

  
\_\_\_\_\_  
Maria McLaren  
Roberto Villalta  
Ismael Lopez    Ismael Lopez (Technology)  
\_\_\_\_\_  
Andrea Martinez  
Maria Jimenez-Urbeo  
\_\_\_\_\_  
Nailley McDonald  
\_\_\_\_\_  
  
Omar Olea

TA

Memorandum of Understanding

Between the

Burbank Unified School District

And the

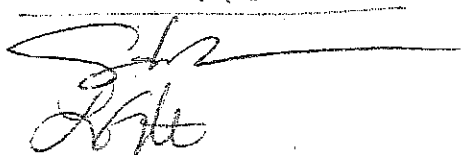
California School Employees Association and its Burbank Chapter #674

February 18, 2022

This agreement is entered into between the Burbank Unified School District (District) and the California School Employees Association and its Burbank Chapter #674 (CSEA) concerning additional summer pay and the Expanded Learning Opportunities Grant..

1. The parties agree that all 9 and 10 month bargaining unit members who are hired into and complete a summer school assignment, shall receive a one-time \$1,500 payment for their summer efforts regarding learning loss that may have occurred.
2. Payments shall be issued in full after the completion of summer school.
3. The amount paid may be prorated by week if the assignment ends due to no fault of the employee.

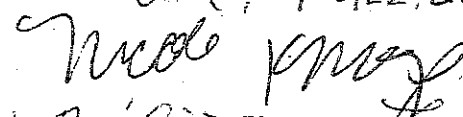
District

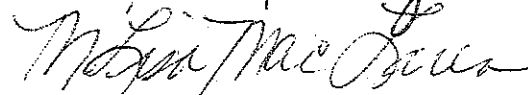


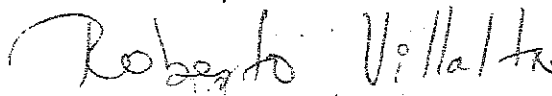
CSEA



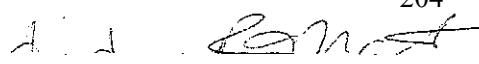
CILA, 2/18/22, LRR













April 20, 2022

For the District:

Sept 7  
Dennis Koster  
After J. Knapik  
Belton, TX

For CSEA:

Zm Bauman  
 Hall  
 Stearns  
~~Wright~~  
 West Wood  
 C. J. C.  
 M. L. MacLaren  
 C. J. L. P.  
 Adair M. J.

MEMORANDUMS OF UNDERSTANDING AND  
TENTATIVE AGREEMENTS  
2022-2023

**Memorandum of Understanding**

**Between the**

**Burbank Unified School District**

**And the**

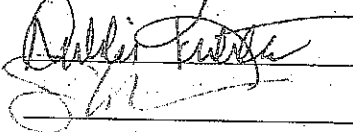
**California School Employees Association and its Burbank Chapter #674**

**August 5, 2022**

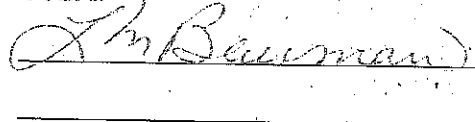
This agreement is made by and between the Burbank Unified School District (District) and the California School Employees Association and its Burbank Chapter #674 (CSEA) on August 5, 2022. Due to an increased number of vacancies and absences, a number of school sites are not receiving the Grounds support required to adequately maintain the site. The District is currently trying to recruit Grounds workers, and will continue to do so. In the meantime, the District is hiring agency Grounds subs to fill in when there are needs at a school site or in a department. The agency employees will receive direction from the Assistant Superintendent of Administrative Services or the Grounds Lead.

1. This agreement is non-precedent setting and shall not form the basis for past practice.
2. This agreement shall not limit in any way the amount of overtime current Grounds members and BUSD staff previously in the Grounds department who are willing to work overtime.
3. This agreement is compliant with the parties' other Memoranda of Understanding and Government Code Section 3543.2, which provides a union's right to be notified and bargain the decision and effects of contracting out.
4. This MOU shall expire on September 30, 2022 without precedence.

District:

  
\_\_\_\_\_

CSEA:

  
\_\_\_\_\_

Memorandum of Understanding

Between the

Burbank Unified School District

And the

California School Employees Association and its Burbank Chapter #674

August 29, 2022

This agreement is reached by and between the Burbank Unified School District and the California School Employees Association and its Burbank Chapter #674 addressing the job requirements for high need and hard to fill positions.

For this agreement, the Parties are specifically addressing the job descriptions in the following classifications as it pertains to the high school graduation requirement:

1. Grounds
2. Custodial
3. Trades
4. Campus Supervisors and Campus Supervisor - Elementary
5. Food Service Assistants

The Parties recognize the need to expand the hiring of these classifications and to temporarily remove the high school graduation requirement as a barrier until December 31, 2022. During that time, the District will work to create a high school equivalency track for employees that will allow those employees to earn their equivalency at no or minimal cost to them.

The Parties also agree that any employee who is currently working in a classification that did not require a high school diploma and that now does, will be grandfathered in and will be able to apply for other positions or additional hours of that same classification regardless of high school status.

This MOU will expire December 31, 2022 without precedence unless mutually extended.

CSEA:

*John Bauman* 8-29-22

BUUSD:

*Shi Z*  
*David P. [Signature]*



Memorandum of Understanding

Between the

Burbank Unified School District

And the

California School Employees Association and its Burbank Chapter #674

January 9, 2023

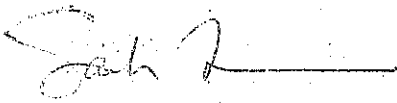
This agreement is reached by and between the Burbank Unified School District and the California School Employees Association and its Burbank Chapter #674 addressing the job requirements for high need and hard to fill positions.

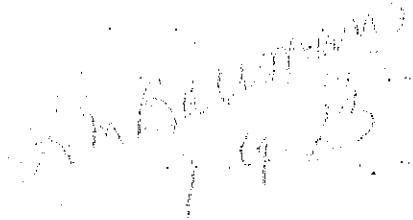
For this agreement, the Parties are specifically addressing the job descriptions in the following classifications as it pertains to the high school graduation requirement:

1. Grounds
2. Custodial
3. Trades
4. Campus Supervisors and like positions
5. Food Service Assistants

The Parties recognize the need to expand the hiring of these classifications and to temporarily remove the high school graduation requirement as a barrier until June 30, 2023. During that time, the District will work to create a high school equivalency track for employees that will allow those employees to earn their equivalency at no or minimal cost to them.

The Parties also agree that any employee who is currently working in a classification that did not require a high school diploma and that now does, will be grandfathered in and will be able to apply for other positions or additional hours of that same classification regardless of high school status.

  
1/9/23



Memorandum of Understanding

Between the Burbank Unified District

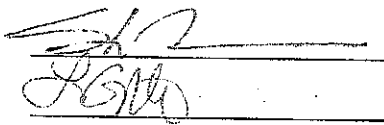
And the California School Employees Association and its Burbank Chapter #674

February 8, 2023

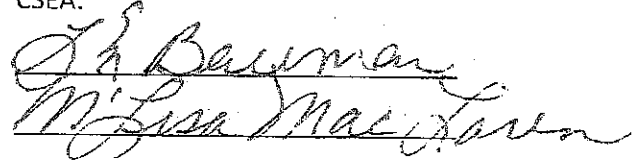
This agreement is entered into between the Burbank Unified School District (District) and the California School Employees Association and its Burbank Chapter #674 (CSEA) concerning additional summer pay.

1. The parties agree that all 9 and 10 month bargaining unit members who are hired into and complete a summer school assignment, shall receive a one-time \$1,500 payment of their summer efforts regarding learning loss that may have occurred.
2. Payments shall be issued in full after the completion of summer school.
3. The amount paid may be prorated by week if the assignment ends due to no fault of the employee.

District:

  
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\_\_\_\_\_  
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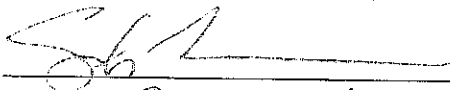
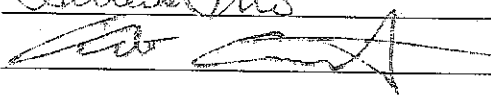
CSEA:

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

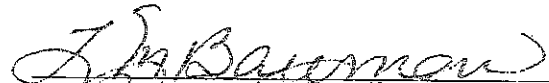
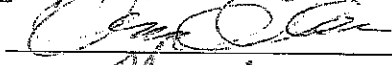

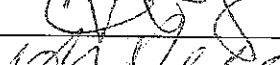
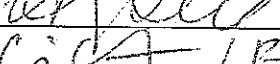
**Tentative Agreement**  
**Between the**  
**Burbank Unified School District**  
**And the**  
**California School Employees Association and its Burbank Chapter #674**  
**Reopener Negotiations 2022-2023**  
**January 30, 2023**

The Burbank Unified School District (District) and the California School Employees Association and its Burbank Chapter #674 (CSEA) conclude 2022-2023 reopener negotiations. All articles and provisions of the parties' agreement shall remain the same, except as modified in the attached articles: Article 8: Compensation, Article 13: Leaves of Absence, Article 15: Layoff and Reemployment, Article 18: Evaluation Procedures, and Exhibit A: Salary Range Allocations for Classified Bargaining Unit Members.

For the District:

  
\_\_\_\_\_  
Peter Knapik  
\_\_\_\_\_  
Leticia B. [unclear]  
\_\_\_\_\_  
  
\_\_\_\_\_

For CSEA:

  
\_\_\_\_\_  
  
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\_\_\_\_\_  
  
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\_\_\_\_\_  
CSEA LP-12 1/30/23  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SALARY RANGE ALLOCATIONS FOR CLASSIFIED BARGAINING UNIT MEMBERS

<u>CLASSIFICATION</u>	<u>RANGE</u>	<u>BASIS</u>	<u>CLASSIFICATION</u>	<u>RANGE</u>	<u>BASIS</u>
<u>Accounting Series</u>			<u>Clerical Series (continued)</u>		
Project and Accounting Analyst	66	A	School Office Manager-Cont.	43	B, C
Financial Analyst	60	A	School Office Manager –	43	A
Benefits Analyst	56	A	Adult School		
Lead Payroll Technician	51	A	School Office Manager-	43	A
Payroll Technician/	49	A	Children's Center		
Benefits Assistant			School Office Manager-	43	C
Budget/Accounting	48	A	Alternative School		
Technician			****School Office Manager-	43	C
Project Accounting	48	A	Independent Learning Academy		
Technician			Human Resources Technician	43	A
Accounting Assistant IV	47	A	Senior Secretary	42	A, B
Payroll Technician	47	A	Registrar	42	A
Employee Benefits	47	A	Construction & Operations	41	A
Technician			Secretary		
Accounting Assistant III	45	A	Guidance/Program Technician I	41	B, C
Accounting Assistant II	42	A	College/Career Center Technician	41	B, C
Senior School Finance Technician	40	A, B, E	School Office Manager-	40	C
Accounting Assistant I	33	A	Satellite School		
<u>Clerical Series</u>			Senior Attendance Technician	39	A, B
Use of Facilities Coordinator/	60	A	CTE Technician	38	B, C
Senior Administrative Assistant			Office Technician Continuation	37	C
Assessment and Accountability	56	A	Counseling Assistant	37	B
Technician			Secretary III	37	A, C, D
Administrative Secretary II	56	A	Office Assistant-	37	C
*Special Education Data Systems	52	A	Adult Education		
Technician			Personnel Clerk	37	A
Human Resources Analyst -	50	A	Office Assistant Elementary	36	C
Certificated			Office Occupations – Adult Ed	36	D
Human Resources Analyst	48	A	Attendance Technician	35	C
Classified			Secretary II	35	A, C, D
**Facilities Operations and	48	A	Secretary I	33	A
Construction Technician					
***District Attendance and	46	A	<u>Food Service Series</u>		
Fundraising Technician			Food Service Utility Driver	38 42	A, C
Budget/Program Technician	45	A	Food Service Cook-	38 41	D
Special Education Technician	45	A	Central Kitchen		
Administrative Secretary I	45	A	Serving Kitchen Operator	37 40	D
Food Service Operations	44	A	Food Service Cook	35 38	A, D
Technician			Food Service Assistant	33 37	D
Facilities Service Assistant	44	A	Barbecue Cook	33 37	D
Guidance/Program Technician II	44	B, C	Food Service Cashier-Elementary	33 37	D
School Office Manager-	43	A			
High School			<u>Instructional Series</u>		
School Office Manager-	43	A	Educational Interpreter II	61 62	D
Middle School			Deaf and Hard of Hearing		
School Office Manager-	43	C			
Elementary					

<u>CLASSIFICATION</u>	<u>RANGE</u>	<u>BASIS</u>
<b><u>Instructional Series (continued)</u></b>		
Educational Interpreter I- Deaf and Hard of Hearing	54 55	D
Paraeducator- Environmental Science Park	45	D
Paraeducator-Severe Behavioral II	45 47	D
Assistive Technology Technician	45 47	B
Educational Reader- Visually Impaired	42 45	D
Paraeducator-Severe Behavioral I	42 45	D
Behavior Intervention Assistant	42 45	D
Paraeducator-Health Care	39 41	D
Paraeducator-Severely Impaired	38 41	D
Paraeducator- At Risk Youth	36 39	D
Paraeducator -Children's Center II	36 39	D
Paraeducator- Deaf and Hard Of Hearing (DHH)	36 39	D
Paraeducator - Special Education	35 38	C,D
Paraeducator - English Language Learner	34 37	D
Paraeducator - Adult English Language Development	34 37	E
Paraeducator - Children's Center	34 37	A,C,D
Paraeducator - Primary Language Support	34 37	D
Paraeducator- Parent Education	34 36	E
Instructional Resources Assistant	34 37	D
Elementary Physical Education Assistant	33 36	D
Community Resource Assistant	33 37	D
Paraeducator	33 36	D
Volunteer Coordinator	33 36	D
Paraeducator - Adult Education/ Learning Center	33 36	E

#### **Auxiliary Services**

Student Services and Attendance Specialist	57	A,C
Student Services and Attendance Specialist for Homeless and Foster Youth	57	A
Certified Occupational Therapy Assistant	53	C
Intervention Specialist for At-Risk Students	53	C,D
Speech-Language Pathology Assistant	53	D
Health Services Assistant-LVN/RN	48	D
Children's Center Health Technician	45	A

<u>CLASSIFICATION</u>	<u>RANGE</u>	<u>BASIS</u>
<b><u>Auxiliary Series (continued)</u></b>		
Instructional Media Specialist- Middle School	41	B,C
Career Vocational Assistant	40	D
Adult School ELL/ Office Specialist III	39	A,B,E
Library Coordinator	39	C
Senior Textbook Coordinator	38	A
Adult ELL/Office Specialist II	37	A,E
Library Coordinator - Elementary	36	C,D
Health Services Assistant	36	D
Campus Supervisor	36	A,D,E
District Office Receptionist	36	A
Adult School ELL/ Office Specialist I	35	E
ELD Office Specialist I	35	D
Adult School Learning Center Technician	35	E
Campus Supervisor - Elementary School	33 35	D

#### **Purchasing Series**

Lead Buyer	60	A
Buyer	47	A
Purchasing Technician	45	A
Purchasing Clerk	40	A

#### **Operations Series**

<b><u>1- Grounds Group</u></b>		
Grounds Leadperson	56 57	A
Irrigation Specialist	48 50	A
Integrated Pest Control/ Grounds Technician	47 48	A
Grounds Technician	40 45 43	A
<b><u>2- Custodian Group</u></b>		
Swimming Pool Custodian	42 44	A
Lead Custodian	40 43	A
Senior Custodian/Campus Supervisor	36 39	A
Monterey High School/CDS Custodian	35 38	A
Utility Custodian	35 38	A
School Safety/Utility Custodian	36 39	A,C
Children's Center Service Worker	35 38	A
<b><u>3-Warehouse Group</u></b>		
Reprographics Technician	45 46	A
Lead Warehouse Worker	40 42	A
Utility Driver	38 41	A
Warehouse Worker	38 41	A

<u>CLASSIFICATION</u>	<u>RANGE</u>	<u>BASIS</u>
<b><u>Maintenance Series</u></b>		
Facilities Services Leadperson	61 62	A
Maintenance Leadperson	61 62	A
Electrician	57 58	A
HVAC Mechanic	56 57	A
Plant Engineer	56 57	A
Low-Voltage Electrician	55 56	A
Plumber	54 55	A
Glazier/Carpenter	52 53	A
Vehicle & Equipment Mechanic	52 53	A
Carpenter	51 52	A
Locksmith	51 53	A
Painter	51 52	A
Sheet Metal Mechanic	51 52	A
Plaster/Cement Finisher	51 52	A
Facilities Worker	45 46	A

<b><u>Technology Series</u></b>		
Lead Information Technology Systems Analyst	72	A
Network Analyst	67	A
Systems Analyst	67	A
Information Technology Systems Analyst	63	A
Lead Technology Support Specialist	61	A
Student Information Systems Analyst	59*	A
System Support Specialist	57	A
Technology Support Specialist II	57	A
Adult School Technology Support Specialist II	57	B
User Support Specialist	54	A
Technology Support Specialist I	49	A
Instructional Technology Media Specialist -Elementary	40	A,C,D

\* Effective 7/1/20

\*\* Effective 9/1/20

\*\*\* Effective 9/1/21

\*\*\*\*Effective 4/1/22

Addendum: The probationary period for a promoted employee shall be six (6) months after the effective date of promotion.

MEMORANDUMS OF UNDERSTANDING AND  
TENTATIVE AGREEMENTS  
2023-2024

# MEMORANDUM OF UNDERSTANDING

between the

BURBANK UNIFIED SCHOOL DISTRICT

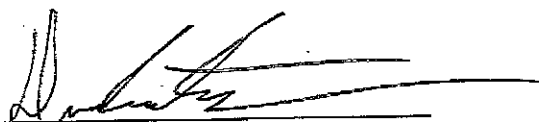
and the

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS BURBANK CHAPTER #674

The California School Employees Association and its Burbank Chapter #674 ("CSEA") and the Burbank Unified School District ("District") agree to conclude reopener negotiations for the 2023-2024 academic year under the following provisions:

1. The salary schedule for classified non-management employees shall be increased by three and one-half percent (3.5%) effective on and retroactive to July 1, 2023.
2. Effective January 1, 2024, the District shall contribute an additional \$3,500 to the health benefits cap per eligible CSEA bargaining unit employee for a total district contribution cap to \$16,750.
3. The District and CSEA agree to the following changes to the collective bargaining agreement under "Article 8.4: Translating Stipend" with the creation of "Article 8.4.7":
  - a. An employee whose job description includes interpreting and/or translation in their particular program, but whose assignment requires the interpretation and/or translation of fewer than three (3) languages shall receive a flat \$71 per month.
  - b. An employee whose job description includes interpreting and/or translation in their particular program, but whose assignment requires the interpretation and/or translation of three (3) or more languages shall receive a flat \$142 per month.
4. The District and CSEA agree no salary study reallocations shall occur during the 2023-24 school year. Finances permitting, the District and CSEA commit to completing a salary study reallocation analysis for the following job families in 2024-25: Clerical, Auxiliary, Accounting, Purchasing, and Technology Series'. The District agrees that no funds will be allocated to negotiated wage increases for any District employees until the salary study reallocation analysis is completed.
5. CSEA employees will be granted two (2) floating holidays for religious and/or cultural purposes according to the same terms as the Burbank Teachers Association.

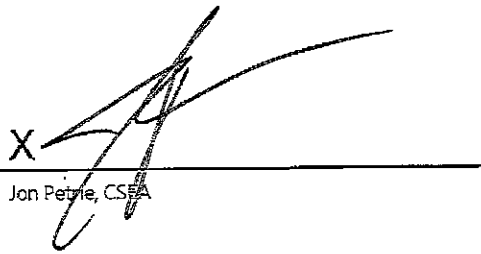
Tentatively agreed to on the 13<sup>th</sup> of December 2023. This Memorandum of Understanding will become final and binding upon the parties with ratification by the membership of the Association (pursuant to Association Policy 610 if required by that policy) and adoption by the Burbank Unified School District Board of Trustees.

X 

Derek Eckstein  
CSEA Labor Relations Representative

X   
Laura Bauman, CSEA

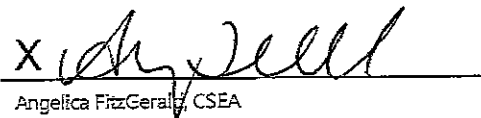


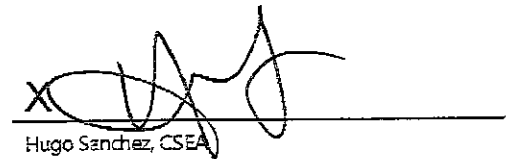
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Jon Petrie, CSEA

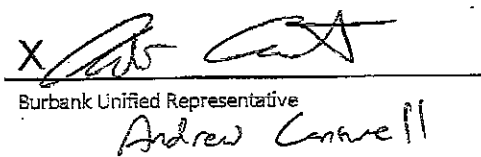
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Nicole Knoop, CSEA

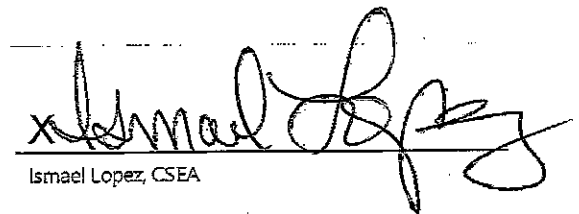
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Omar Olea, CSEA

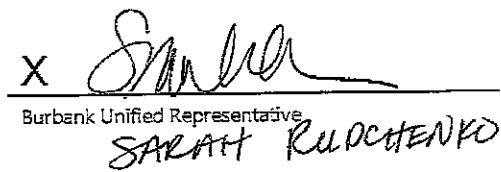
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M'Lisa MacLaren, CSEA

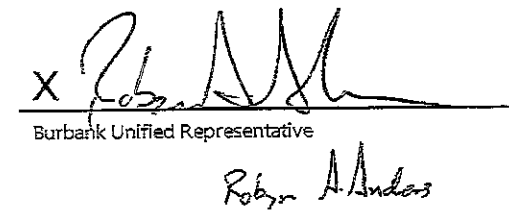
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Angelica FitzGerald, CSEA

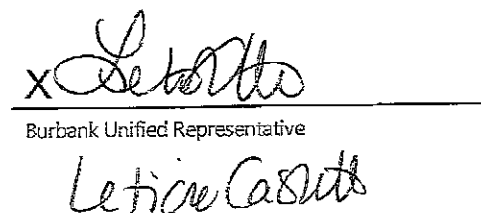
X   
Hugo Sanchez, CSEA

X   
Burbank Unified Representative  
Andrew Connell

X   
Ismael Lopez, CSEA

X   
Burbank Unified Representative  
SARAH RUDCHENKO

X   
Burbank Unified Representative  
Robyn A. Andros

X   
Burbank Unified Representative  
Leticia Casals

## HISTORY

(Article 8, Covid-19 Pandemic, Job Study)

## ARTICLE 8

## ARTICLE 8: COMPENSATION

- 8.1 Employees covered by this Agreement shall be paid salaries, wages, and pay rates as provided in the attached EXHIBITS A and B as included in the Appendices of this Agreement. EXHIBIT B, the Classified Salary Schedule, shall be amended in as follows:

8.1.1 Effective July 1, 2021, the Classified Salary Schedule shall be increased by 5%.

- 8.2 In the event the District intends to take to the Board of Education a resolution for layoffs/reductions affecting more than 20 unit members between the date of ratification of this Agreement and June 30, 2024, the District and Association shall meet in advance to explore options and alternatives to those layoffs/reductions. This does not affect any rights found elsewhere in the Agreement or in law.

### 8.3 LONGEVITY PAY

Effective July 1, 2021, unit members will receive longevity pay for creditable service as follows:

- 10 years - \$125 per month
- 15 years - \$158 per month
- 20 years - \$207 per month
- 25 years - \$248 per month
- 30 years - \$287 per month

This amount will be prorated for any employee with a daily assignment of less than six (6) hours.

- 8.3.1 Longevity pay for all bargaining unit members shall be computed and paid based on each unit member's original date of employment as defined in EXHIBIT C of this Agreement.

### 8.4 TRANSLATING STIPEND

8.4.1 Provided he/she passes the District's basic bilingual and oral proficiency test, an employee who is annually designated by his/her supervisor(s), who agrees to provide interpreting and/or translating services, and who does not have bilingual responsibilities as part of his/her official job description, shall be entitled to a stipend for oral translation within one's own department or in another office or department (with approval of his/her immediate supervisor). He/she shall be compensated at a flat \$46 per month for the remainder of that school year.

8.4.2 Provided he/she passes the District's basic bilingual written proficiency test, an employee who is annually designated by his/her supervisor(s), who agrees to provide interpreting and/or translating services, and who does not have bilingual responsibilities as part of his/her official job description, shall be entitled to a stipend for written translation within one's own department or in another office or department (with approval of his/her immediate supervisor). He/she shall be compensated an additional flat \$56 per month for the remainder of that school year.

8.4.2.1 Written translation, for purposes of this article, does not include 220

Special Education, medical, discipline, or Student Study Team-related issues, where knowledge of technical or legal terminology is required.

- 8.4.3 Any part-time employee who provides interpreting and/or translation, shall be given additional time at his/her hourly rate, up to eight (8) hours per day/forty (40) hours per week in order to not negatively impact his/her regularly assigned duties.
- 8.4.4 Any full-time employee who provides interpreting and/or translation shall be given additional time in order not to negatively impact his/her regularly assigned duties.
- 8.4.5 If translating causes an employee to work more than eight (8) hours in one day, or forty (40) hours in one week, he/she shall be paid the standard overtime rate.
- 8.4.6 An employee whose job description includes interpreting and/or translation in his/her particular program shall receive a flat \$67 per month if designated and required by the immediate supervisor to serve the site in general for the remainder of that school year.

#### 8.5 HEALTH CARE STIPEND

When a student has been identified as having a severe health care need that has been determined by a physician and an IEP committee to be non-life threatening and/or not requiring one-to-one attention, then a stipend in the amount of \$275 per month will be paid to a current classified employee assigned to perform any or all of the following services: gastrostomy tube feeding, catheterization, oxygen administration and care of related equipment, administering medication as directed, providing basic emergency care as needed, including but not limited to first aid, cardio pulmonary resuscitation, or other life sustaining efforts until medical assistance arrives. An employee earning the stipend may be required to provide these services for more than one student. No more than one health care stipend may be earned by an employee at one time. This stipend shall not apply to employees who have the above stated responsibilities as part of their official job description.

#### 8.6 FIRST AID STIPEND

Employees who volunteer and are designated by their supervisor to provide first aid in the absence of the school nurse on a regular or frequent basis, and who do not have these responsibilities as part of their official job description, shall be entitled to a stipend equivalent to 5% of their base salary. Once designated by their supervisor and Director of Human Resources to provide these services, employee(s) shall receive the stipend for the remainder of that semester. The employee(s) shall receive official notification of their designation from Human Resources.

First Aid Certificates shall be required for the following positions:

Campus Supervision Assistant  
Health Care/Instructional Assistant for the Severely Impaired  
Health Services Assistant  
Instructional Assistant – Severely Impaired  
Office Assistant – Elementary  
Sr. Attendance Technician  
Senior Custodian  
School Office Manager – Elementary  
School Office Manager – Continuation  
Typist Clerk III – Children Centers

All positions listed above have first aid responsibilities as part of their official job description and compensation for this responsibility has been included in the base salary with the exception of Typist Clerk II's at the elementary school level who shall be paid an additional 5% stipend above and beyond their base salary.

New employees and employees designated by their supervisors to provide first aid services, shall obtain a First Aid certificate within six months of employment or designation.

First Aid training and the First Aid Certificate shall be provided at District expense and training shall occur during working hours. Renewal of the First Aid Certificate shall be accomplished at the District's expense and training shall occur during working hours.

8.7 SEVERELY IMPAIRED STIPEND

When a student has been identified as having a severely impaired need, determined by a physician and an IEP committee to be non-life-threatening, then a stipend in the amount of \$160 per month will be paid to a current classified employee assigned to perform any of all of the following services: toileting, eating, washing, personal hygiene, assisting with physical aid appliances, assisting lifting in/out of wheelchair, assisting students to and from school bus or other transportation and/or in moving to and from activities on school site, basic first aid, administering medication as directed. An employee earning this stipend may be required to provide these services for more than one student. No more than one severely impaired stipend may be earned by an employee at one time. This stipend shall not apply to employees who have the above stated responsibilities as part of their official job description.

8.8 GROUPS TECHNICIANS

Grounds Technicians who obtain a pest control certification (Cat. A & B) at their own expense and during their own time shall receive a monthly stipend of 2.5% of the salary for the duration of that license. Continuation of the stipend will be dependent upon successful renewal of the pest control certification (Cat. A & B) which will be at District expense and on District time.

8.9 ASBESTOS

Employees who have been designated by their supervisor to provide asbestos removal and who hold a valid National Environmental Training for Hazardous Materials, Asbestos and Lead certification shall receive a stipend of \$183 per month for the duration of the license.

8.10 GOVERNMENTAL LICENSES

New hires or employees who transfer to positions requiring the following governmental licenses as a condition of employment as set forth in the District's job description shall be granted a one-time payment upon hire or transfer of \$275 for each such license held when a copy of such license is presented to the District: Back Flow License, Fire Extinguisher License, and Bureau of Automotive Inspection Certificate.

8.11 NOTARY PUBLIC STIPEND

The District and CSEA agree that an annual stipend of \$1,104 shall be provided for possession and use in the District of a Notary Public Commission Certificate. For those employees working less than 12 months/year, this stipend shall be prorated to the equivalent monthly amount of \$92. The person receiving this stipend shall provide notary services for any site or department for the sole purpose of District business related activities.

8.12 TECHNOLOGY STIPEND

The District and CSEA agree that an annual stipend of \$2,294 shall be paid to the designated Site Technician. The unit member receiving this stipend shall provide basic technology support for the assigned site. Payment shall be \$1147 per semester.

PAY AND ALLOWANCES: (Sections 8.13 through 8.21 shall only be opened by mutual agreement)

8.13 REGULAR RATE OF PAY

The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in Exhibit A, B, and C attached.

8.14 WARRANTS

All regular warrants of bargaining unit members shall be itemized to include voluntary and involuntary deductions to the extent that the payroll service of the County Superintendent of Schools provides.

8.15 PAYROLL PROCEDURES

All hourly salary rate bargaining unit members shall be paid once a month on the tenth (10<sup>th</sup>) calendar day following the end of the month. If the normal pay day falls on a Saturday, Sunday, or holiday, the warrant shall be issued on the preceding workday.

8.15.1 The District shall utilize a twenty-two (22) working day County Payroll option for the purpose of making salary payments to bargaining unit members. It is understood that absences (including but not limited to sick

leave, vacation, bereavement, and industrial accident) will be charged on an actual day basis. New employees will receive pay based on actual days worked during the first month of employment and terminating employees will receive pay based on the actual days worked during the last month of employment. When an employee is absent without pay for an entire month, there shall be no salary payment. When an employee is absent without pay for a partial month, pay for that month will be based on twenty-two (22) days, less days not compensated during the month. However, an employee working one day in a twenty-three (23) day month would receive pay for that day. Lump sum vacation payments will be computed on a twenty-two (22) day basis.

8.15.2 The District and CSEA recognize and acknowledge that these provisions are subject to normal operating circumstances and exceptions may occur in the event of circumstances beyond the District's control.

#### 8.16 PAYROLL ERRORS.

8.16.1 Insufficient Pay: Any payroll error resulting in insufficient payment for a bargaining unit member shall be corrected, and a supplemental warrant issued, not later than five (5) working days after the bargaining unit member provides notice to the Payroll Department. When a payroll error occurs where the original monthly warrant(s) cannot be given to the bargaining unit member on his/her regularly scheduled pay day, the member shall have the option to request and receive a salary advance check from the District in the amount of ninety percent (90%) of the employee's estimated net salary.

8.16.2 Overpayment: Should a member be overpaid, the amount of the overpayment shall be repaid to the District. In every case, the affected employee shall be contacted first, and the repayment plan including repayment timelines shall be negotiated and agreed to in writing before any action to recapture the overpayment.

#### 8.17 LOST WARRANTS

If a warrant to a bargaining unit member is mailed, and if the warrant is not delivered within five (5) days of date of mailing, the member may request and then shall receive a salary advance check from the District in the amount of the lost warrant. Such check shall be issued within five (5) working days of the bargaining unit member's notification to the Payroll Department. If the warrant is lost after receipt, the bargaining unit member shall notify the Payroll Department and the process for replacing the lost warrant shall commence. There can be no guarantee of the time required to replace such lost warrant.

#### 8.18 COMPENSATION FOR WORKING OUT OF CLASSIFICATION

Bargaining unit members who are required to perform duties at a higher level not reasonably related to those fixed and prescribed in the unit member's job classification (including substituting for absent employees) shall be temporarily compensated at the appropriate salary schedule subject to the following conditions:

8.18.1 The assignment of the higher level duties must exceed or be expected to exceed five working days in any fifteen (15) calendar day period.

8.18.2 The unit member shall be temporarily compensated at the next higher



dollar amount of the appropriate salary range as it compares to the unit member's regular salary, but not less than five percent (5%) nor more than Step VI.

- 8.18.3 The higher rate shall be retroactive to the first day of the assignment to new duties in all cases in which such assignments exceed five (5) working days.
- 8.18.4 The higher rate shall terminate on the first working day that the unit member is no longer required to work at the higher level.
- 8.18.5 Determination as to when a unit member is required to work out of classification will be made by the Superintendent subject to the approval of the Board of Education.
- 8.18.6 Where there is no existing job description covering more complex responsibilities that employees are performing on a regular and on-going basis, and these responsibilities are not reasonably related to a bargaining unit member's job classification, the unit member shall be temporarily compensated in the following manner:
  - 8.18.6.1 The unit member shall be temporarily compensated an additional five percent (5%) of the employee's current rate of pay.
  - 8.18.6.2 An application must be made on a District developed form and signed by the unit member and his/her supervisor, and shall be submitted to Human Resources.
  - 8.18.6.3 The stipend shall remain in effect as long as the employee is determined to be continuing the more complex responsibilities.
  - 8.18.6.4 The Head of Human Resources (or designee) and a representative appointed by CSEA shall review and either approve or deny the request for compensation. The decision shall be final when an agreement is reached between CSEA and the Head of Human Resources (or designee). In the event that CSEA and the Head of Human Resources (or designee) cannot reach agreement, the Superintendent shall make the decision and his/her decision shall be final.
- 8.19 PAYMENTS AFTER SEPARATION FROM EMPLOYMENT
  - 8.19.1 Any bargaining unit member who terminates employment with the District due to resignation, retirement, termination due to disciplinary action, or for any other reason, shall receive payment for all salaries owed to the employee no later than the next scheduled pay day and in any event no later than fifteen work days after the employee is officially separated from employment.
  - 8.19.2 Payment of accrued vacation or any other applicable benefit shall be handled following the same provisions in Article 8.18.1
  - 8.19.3 If separation from employment is a result of resignation or retirement, the bargaining unit member must submit copies of his/her letter of resignation / retirement to his/her immediate supervisor and Human Resources in order for the provisions of Article 8.18 to apply.
  - 8.19.4 If separation from employment is a result of termination, the provisions of Article 8.18 shall automatically apply.
- 8.20 WORK CLOTHING

- 8.20.1 The cost of the purchase, lease, or rental of work clothing, identification badges, emblems, and cards required for District designated Facilities Services personnel, Food Services and Campus Supervision Assistants shall be borne by the District. Depending on the requirements of the job, work clothing may include at the discretion of the District, any or all of the following items of apparel: shirts, pants, coveralls, coats and rain gear.
- If, through the employee's negligence (carelessness), clothing supplied by the District is destroyed, lost, or damaged, the District shall provide for the repair or replacement, but the costs shall be borne by the employee.
- 8.20.2 An Advisory Committee shall be established and shall meet at least once annually to assist in the implementation of Article 8.19.1 and shall consist of three (3) representatives appointed by the District and three representatives appointed by the Association.
- 8.21 REIMBURSEMENT FOR LOSS, DAMAGE, DESTRUCTION OF PERSONAL PROPERTY
- 8.21.1 The District 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 in accordance with the following provisions:
- 8.21.1.1 Loss, damage, or destruction shall have occurred without fault of the employee.
- 8.21.1.2 Evidence of written pre-approval for the use of the personal property on District premises shall be provided in order to seek reimbursement for loss, damage, or destruction. No prior approval is needed for eyeglasses, hearing aids, dentures, watches, articles of clothing necessarily worn or carried by the employee, or vehicles.
- 8.21.1.3 The value of any item lost, damaged, or destroyed shall be determined as of the time of the verified loss, damage, or destruction and shall include normal allowance for depreciation.
- 8.21.1.4 Property claimed for reimbursement shall be valued at more than \$25
- 8.21.1.5 Maximum reimbursement for any one incident shall be \$700, except for vehicles.
- 8.21.1.6 The maximum reimbursement for all loss, damage, or destruction of personal property shall not exceed \$7,500 in any fiscal year.
- 8.21.1.7 A written request for reimbursement must be filed by the employee within five (5) calendar days of the incident with Fiscal Services. Fiscal Services may conduct an investigation. The burden of proof in all cases is with the employee seeking reimbursement.
- 8.21.2 Reimbursement for loss, damage, destruction of vehicles.
- 8.21.2.1 The maximum reimbursement for vehicle loss, damage, or destruction shall be \$1,250 or the insurance deductible, whichever is less.
- 8.21.2.2 Reimbursement is limited to payment for verified loss, damage, or destruction resulting from malicious acts of others.
- 8.21.2.3 A report shall be made by the employee to the police, and a

copy of the police report shall be provided to Fiscal Services. 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. The District payment shall be limited to the amount of the lowest estimate and shall be paid directly to the repair facility upon verification of satisfactory completion of repair.

- 8.21.2.4 If an employee receives any payment from an insurance carrier for any loss, damage or destruction 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. Subrogation means the District may seek to recoup the cost of reimbursement to the employee directly from the insurance carrier. 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.

## ARTICLE 8: COMPENSATION

8.1 Employees covered by this Agreement shall be paid salaries, wages, and pay rates as provided in the attached EXHIBITS A and B as included in the Appendices of this Agreement. EXHIBIT B, the Classified Salary Schedule, shall be amended in as follows:

8.1.1 Effective July 1, 2022, the Classified Salary Schedule shall be increased by 7%. Effective April 1, 2023 the new salary allocation table will be implemented (contingent on Board approval March 2).

8.1.2 The parties shall review the following job families for reallocation at the next negotiations cycle: Accounting, Clerical, Auxiliary, Purchasing, and Technology.

8.2 In the event the District intends to take to the Board of Education a resolution for layoffs/reductions affecting more than 20 unit members between the date of ratification of this Agreement and June 30, 2024, the District and Association shall meet in advance to explore options and alternatives to those layoffs/reductions. This does not affect any rights found elsewhere in the Agreement or in law.

### 8.3 LONGEVITY PAY

Effective July 1, 2022, unit members will receive longevity pay for creditable service as follows:

- 10 years - \$135 per month
- 15 years - \$170 per month
- 20 years - \$223 per month
- 25 years - \$267 per month
- 30 years - \$309 per month

This amount will be prorated for any employee with a daily assignment of less than six (6) hours.

8.3.1 Longevity pay for all bargaining unit members shall be computed and paid based on each unit member's original date of employment as defined in EXHIBIT C of this Agreement.

### 8.4 TRANSLATING STIPEND

8.4.1 Provided he/she passes the District's basic bilingual and oral proficiency test, an employee who is annually designated by his/her supervisor(s), who agrees to provide interpreting and/or translating services, and who does not have bilingual responsibilities as part of his/her official job description, shall be entitled to a stipend for oral translation within one's own department or in another office or department (with approval of his/her immediate supervisor). He/she shall be compensated at a flat \$50 per month for the remainder of that school year.

8.4.2 Provided he/she passes the District's basic bilingual written proficiency test, an employee who is annually designated by his/her supervisor(s), who agrees to provide interpreting and/or translating services, and who does not have bilingual responsibilities as part of his/her official job description, shall be entitled to a stipend for written translation within one's own department or in another office or department (with approval of 228

his/her immediate supervisor). He/she shall be compensated an additional flat \$61 per month for the remainder of that school year.

8.4.2.1 Written translation, for purposes of this article, does not include Special Education, medical, discipline, or Student Study Team-related issues, where knowledge of technical or legal terminology is required.

8.4.3 Any part-time employee who provides interpreting and/or translation, shall be given additional time at his/her hourly rate, up to eight (8) hours per day/forty (40) hours per week in order to not negatively impact his/her regularly assigned duties.

8.4.4 Any full-time employee who provides interpreting and/or translation shall be given additional time in order not to negatively impact his/her regularly assigned duties.

8.4.5 If translating causes an employee to work more than eight (8) hours in one day, or forty (40) hours in one week, he/she shall be paid the standard overtime rate.

8.4.6 An employee whose job description includes interpreting and/or translation in his/her particular program shall receive a flat \$73 per month if designated and required by the immediate supervisor to serve the site in general for the remainder of that school year.

## 8.5 HEALTH CARE STIPEND

When a student has been identified as having a severe health care need that has been determined by a physician and an IEP committee to be non-life threatening and/or not requiring one-to-one attention, then a stipend in the amount of \$295 per month will be paid to a current classified employee assigned to perform any or all of the following services: gastrostomy tube feeding, catheterization, oxygen administration and care of related equipment, administering medication as directed, providing basic emergency care as needed, including but not limited to first aid, cardio pulmonary resuscitation, or other life sustaining efforts until medical assistance arrives. An employee earning the stipend may be required to provide these services for more than one student. No more than one health care stipend may be earned by an employee at one time. This stipend shall not apply to employees who have the above stated responsibilities as part of their official job description.

## 8.6 FIRST AID STIPEND

Employees who volunteer and are designated by their supervisor to provide first aid in the absence of the school nurse on a regular or frequent basis, and who do not have these responsibilities as part of their official job description, shall be entitled to a stipend equivalent to 5% of their base salary. Once designated by their supervisor and Director of Human Resources to provide these services, employee(s) shall receive the stipend for the remainder of that semester. The employee(s) shall receive official notification of their designation from Human Resources.

First Aid Certificates shall be required for the following positions:

Campus Supervisor  
Paraeducator - Health Care  
Health Services Assistant  
Paraeducator – Severely Impaired  
Office Assistant – Elementary  
Sr. Attendance Technician  
Lead Custodian  
School Office Manager – Elementary  
School Office Manager – Continuation  
Secretary III – Children Centers

All positions listed above have first aid responsibilities as part of their official job description and compensation for this responsibility has been included in the base salary with the exception of Secretary II's at the elementary school level who shall be paid an additional 5% stipend above and beyond their base salary.

New employees and employees designated by their supervisors to provide first aid services, shall obtain a First Aid certificate within six months of employment or designation.

First Aid training and the First Aid Certificate shall be provided at District expense and training shall occur during working hours. Renewal of the First Aid Certificate shall be accomplished at the District's expense and training shall occur during working hours.

#### 8.7 SEVERELY IMPAIRED STIPEND

When a student has been identified as having a severely impaired need, determined by a physician and an IEP committee to be non-life-threatening, then a stipend in the amount of \$172 per month will be paid to a current classified employee assigned to perform any of all of the following services: toileting, eating, washing, personal hygiene, assisting with physical aid appliances, assisting lifting in/out of wheelchair, assisting students to and from school bus or other transportation and/or in moving to and from activities on school site, basic first aid, administering medication as directed. An employee earning this stipend may be required to provide these services for more than one student. No more than one severely impaired stipend may be earned by an employee at one time. This stipend shall not apply to employees who have the above stated responsibilities as part of their official job description.

#### 8.8 GROUPS TECHNICIANS

Grounds Technicians who obtain a pest control certification (Cat. A & B) at their own expense and during their own time shall receive a monthly stipend of 5% of the salary for the duration of that license. Continuation of the stipend will be dependent upon successful renewal of the pest control certification (Cat. A & B) which will be at District expense and on District time.

#### 8.9 ASBESTOS

Employees who have been designated by their supervisor to provide asbestos removal and who hold a valid National Environmental Training for Hazardous

Materials, Asbestos and Lead certification shall receive a stipend of \$197 per month for the duration of the license.

8.10 GOVERNMENTAL LICENSES

New hires or employees who transfer to positions requiring the following governmental licenses as a condition of employment as set forth in the District's job description shall be granted a one-time payment upon hire or transfer of \$295 for each such license held when a copy of such license is presented to the District: Back Flow License, Fire Extinguisher License, and Bureau of Automotive Inspection Certificate.

8.11 NOTARY PUBLIC STIPEND

The District and CSEA agree that an annual stipend of \$1,184 shall be provided for possession and use in the District of a Notary Public Commission Certificate. For those employees working less than 12 months/year, this stipend shall be prorated to the equivalent monthly amount of \$99. The person receiving this stipend shall provide notary services for any site or department for the sole purpose of District business related activities.

8.12 TECHNOLOGY STIPEND

The District and CSEA agree that an annual stipend of \$2,458 shall be paid to the designated Site Technician. The unit member receiving this stipend shall provide basic technology support for the assigned site. Payment shall be \$1,229 per semester.

PAY AND ALLOWANCES: (Sections 8.13 through 8.21 shall only be opened by mutual agreement)

8.13 REGULAR RATE OF PAY

The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in Exhibit A, B, and C attached.

8.14 WARRANTS

All regular warrants of bargaining unit members shall be itemized to include voluntary and involuntary deductions to the extent that the payroll service of the County Superintendent of Schools provides.

8.15 PAYROLL PROCEDURES

All hourly salary rate bargaining unit members shall be paid once a month on the tenth (10<sup>th</sup>) calendar day following the end of the month. If the normal pay day falls on a Saturday, Sunday, or holiday, the warrant shall be issued on the preceding workday.

8.15.1 The District shall utilize a twenty-two (22) working day County Payroll option for the purpose of making salary payments to bargaining unit members. It is understood that absences (including but not limited to sick leave, vacation, bereavement, and industrial accident) will be charged on an actual day basis. New employees will receive pay based on actual days worked during the first month of employment and terminating employees 231

will receive pay based on the actual days worked during the last month of employment. When an employee is absent without pay for an entire month, there shall be no salary payment. When an employee is absent without pay for a partial month, pay for that month will be based on twenty-two (22) days, less days not compensated during the month. However, an employee working one day in a twenty-three (23) day month would receive pay for that day. Lump sum vacation payments will be computed on a twenty-two (22) day basis.

- 8.15.2 The District and CSEA recognize and acknowledge that these provisions are subject to normal operating circumstances and exceptions may occur in the event of circumstances beyond the District's control.

8.16 PAYROLL ERRORS.

- 8.16.1 Insufficient Pay: Any payroll error resulting in insufficient payment for a bargaining unit member shall be corrected, and a supplemental warrant issued, not later than five (5) working days after the bargaining unit member provides notice to the Payroll Department. When a payroll error occurs where the original monthly warrant(s) cannot be given to the bargaining unit member on his/her regularly scheduled pay day, the member shall have the option to request and receive a salary advance check from the District in the amount of ninety percent (90%) of the employee's estimated net salary.

- 8.16.2 Overpayment: Should a member be overpaid, the amount of the overpayment shall be repaid to the District. In every case, the affected employee shall be contacted first, and the repayment plan including repayment timelines shall be negotiated and agreed to in writing before any action to recapture the overpayment.

8.17 LOST WARRANTS

If a warrant to a bargaining unit member is mailed, and if the warrant is not delivered within five (5) days of date of mailing, the member may request and then shall receive a salary advance check from the District in the amount of the lost warrant. Such check shall be issued within five (5) working days of the bargaining unit member's notification to the Payroll Department. If the warrant is lost after receipt, the bargaining unit member shall notify the Payroll Department and the process for replacing the lost warrant shall commence. There can be no guarantee of the time required to replace such lost warrant.

8.18 COMPENSATION FOR WORKING OUT OF CLASSIFICATION

Bargaining unit members who are required to perform duties at a higher level not reasonably related to those fixed and prescribed in the unit member's job classification (including substituting for absent employees) shall be temporarily compensated at the appropriate salary schedule subject to the following conditions:

- 8.18.1 The assignment of the higher level duties must exceed or be expected to exceed five working days in any fifteen (15) calendar day period.

- 8.18.2 The unit member shall be temporarily compensated at the next higher dollar amount of the appropriate salary range as it compares to the unit member's regular salary, but not less than five percent (5%) nor more than Step VI.



- 8.18.3 The higher rate shall be retroactive to the first day of the assignment to new duties in all cases in which such assignments exceed five (5) working days.
- 8.18.4 The higher rate shall terminate on the first working day that the unit member is no longer required to work at the higher level.
- 8.18.5 Determination as to when a unit member is required to work out of classification will be made by the Superintendent subject to the approval of the Board of Education.
- 8.18.6 Where there is no existing job description covering more complex responsibilities that employees are performing on a regular and on-going basis, and these responsibilities are not reasonably related to a bargaining unit member's job classification, the unit member shall be temporarily compensated in the following manner:
  - 8.18.6.1 The unit member shall be temporarily compensated an additional five percent (5%) of the employee's current rate of pay.
  - 8.18.6.2 An application must be made on a District developed form and signed by the unit member and his/her supervisor, and shall be submitted to Human Resources.
  - 8.18.6.3 The stipend shall remain in effect as long as the employee is determined to be continuing the more complex responsibilities.
  - 8.18.6.4 The Head of Human Resources (or designee) and a representative appointed by CSEA shall review and either approve or deny the request for compensation. The decision shall be final when an agreement is reached between CSEA and the Head of Human Resources (or designee). In the event that CSEA and the Head of Human Resources (or designee) cannot reach agreement, the Superintendent shall make the decision and his/her decision shall be final.
- 8.19 PAYMENTS AFTER SEPARATION FROM EMPLOYMENT
  - 8.19.1 Any bargaining unit member who terminates employment with the District due to resignation, retirement, termination due to disciplinary action, or for any other reason, shall receive payment for all salaries owed to the employee no later than the next scheduled pay day and in any event no later than fifteen work days after the employee is officially separated from employment.
  - 8.19.2 Payment of accrued vacation or any other applicable benefit shall be handled following the same provisions in Article 8.18.1.
  - 8.19.3 If separation from employment is a result of resignation or retirement, the bargaining unit member must submit copies of his/her letter of resignation / retirement to his/her immediate supervisor and Human Resources in order for the provisions of Article 8.18 to apply.
  - 8.19.4 If separation from employment is a result of termination, the provisions of Article 8.18 shall automatically apply.
- 8.20 WORK CLOTHING
  - 8.20.1 The cost of the purchase, lease, or rental of work clothing, identification badges, emblems, and cards required for District designated Facilities Services personnel, Food Services and Campus Supervision Assistants

shall be borne by the District. Depending on the requirements of the job, work clothing may include at the discretion of the District, any or all of the following items of apparel: shirts, pants, coveralls, coats and rain gear.

If, through the employee's negligence (carelessness), clothing supplied by the District is destroyed, lost, or damaged, the District shall provide for the repair or replacement, but the costs shall be borne by the employee.

- 8.20.2 An Advisory Committee shall be established and shall meet at least once annually to assist in the implementation of Article 8.19.1 and shall consist of three (3) representatives appointed by the District and three representatives appointed by the Association.

## 8.21 REIMBURSEMENT FOR LOSS, DAMAGE, DESTRUCTION OF PERSONAL PROPERTY

- 8.21.1 The District 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 in accordance with the following provisions:

8.21.1.1 Loss, damage, or destruction shall have occurred without fault of the employee.

8.21.1.2 Evidence of written pre-approval for the use of the personal property on District premises shall be provided in order to seek reimbursement for loss, damage, or destruction. No prior approval is needed for eyeglasses, hearing aids, dentures, watches, articles of clothing necessarily worn or carried by the employee, or vehicles.

8.21.1.3 The value of any item lost, damaged, or destroyed shall be determined as of the time of the verified loss, damage, or destruction and shall include normal allowance for depreciation.

8.21.1.4 Property claimed for reimbursement shall be valued at more than \$25

8.21.1.5 Maximum reimbursement for any one incident shall be \$700, except for vehicles.

8.21.1.6 The maximum reimbursement for all loss, damage, or destruction of personal property shall not exceed \$7,500 in any fiscal year.

8.21.1.7 A written request for reimbursement must be filed by the employee within five (5) calendar days of the incident with Fiscal Services. Fiscal Services may conduct an investigation. The burden of proof in all cases is with the employee seeking reimbursement.

- 8.21.2 Reimbursement for loss, damage, destruction of vehicles.

8.21.2.1 The maximum reimbursement for vehicle loss, damage, or destruction shall be \$1,250 or the insurance deductible, whichever is less.

8.21.2.2 Reimbursement is limited to payment for verified loss, damage, or destruction resulting from malicious acts of others.

8.21.2.3 A report shall be made by the employee to the police, and a copy of the police report shall be provided to Fiscal Services. 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. The District payment shall be limited to the amount of the lowest estimate and shall be paid directly to the repair facility upon verification of satisfactory completion of repair.

- 8.21.2.4 If an employee receives any payment from an insurance carrier for any loss, damage or destruction 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. Subrogation means the District may seek to recoup the cost of reimbursement to the employee directly from the insurance carrier. 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.

## ARTICLE 8: COMPENSATION

8.1 Employees covered by this Agreement shall be paid salaries, wages, and pay rates as provided in the attached EXHIBITS A and B as included in the Appendices of this Agreement. EXHIBIT B, the Classified Salary Schedule, shall be amended in as follows:

8.1.1 Effective January 1, 2023, the Classified Salary Schedule shall be increased by 1%. Effective April 1, 2023 the new salary allocation table will be implemented (contingent on Board approval March 2).

8.1.2 The parties shall review the following job families for reallocation at the next negotiations cycle: Accounting, Clerical, Auxiliary, Purchasing, and Technology.

8.2 In the event the District intends to take to the Board of Education a resolution for layoffs/reductions affecting more than 20 unit members between the date of ratification of this Agreement and June 30, 2024, the District and Association shall meet in advance to explore options and alternatives to those layoffs/reductions. This does not affect any rights found elsewhere in the Agreement or in law.

### 8.3 LONGEVITY PAY

Effective January 1, 2023, unit members will receive longevity pay for creditable service as follows:

- 10 years - \$137 per month
- 15 years - \$172 per month
- 20 years - \$226 per month
- 25 years - \$270 per month
- 30 years - \$313 per month

This amount will be prorated for any employee with a daily assignment of less than six (6) hours.

8.3.1 Longevity pay for all bargaining unit members shall be computed and paid based on each unit member's original date of employment as defined in EXHIBIT C of this Agreement.

### 8.4 TRANSLATING STIPEND

8.4.1 Provided he/she passes the District's basic bilingual and oral proficiency test, an employee who is annually designated by his/her supervisor(s), who agrees to provide interpreting and/or translating services, and who does not have bilingual responsibilities as part of his/her official job description, shall be entitled to a stipend for oral translation within one's own department or in another office or department (with approval of his/her immediate supervisor). He/she shall be compensated at a flat \$51 per month for the remainder of that school year.

8.4.2 Provided he/she passes the District's basic bilingual written proficiency test, an employee who is annually designated by his/her supervisor(s), who agrees to provide interpreting and/or translating services, and who does not have bilingual responsibilities as part of his/her official job description, shall be entitled to a stipend for written translation within

one's own department or in another office or department (with approval of his/her immediate supervisor). He/she shall be compensated an additional flat \$62 per month for the remainder of that school year.

8.4.2.1 Written translation, for purposes of this article, does not include Special Education, medical, discipline, or Student Study Team-related issues, where knowledge of technical or legal terminology is required.

8.4.3 Any part-time employee who provides interpreting and/or translation, shall be given additional time at his/her hourly rate, up to eight (8) hours per day/forty (40) hours per week in order to not negatively impact his/her regularly assigned duties.

8.4.4 Any full-time employee who provides interpreting and/or translation shall be given additional time in order not to negatively impact his/her regularly assigned duties.

8.4.5 If translating causes an employee to work more than eight (8) hours in one day, or forty (40) hours in one week, he/she shall be paid the standard overtime rate.

8.4.6 An employee whose job description includes interpreting and/or translation in his/her particular program shall receive a flat \$74 per month if designated and required by the immediate supervisor to serve the site in general for the remainder of that school year.

## 8.5 HEALTH CARE STIPEND

When a student has been identified as having a severe health care need that has been determined by a physician and an IEP committee to be non-life threatening and/or not requiring one-to-one attention, then a stipend in the amount of \$298 per month will be paid to a current classified employee assigned to perform any or all of the following services: gastrostomy tube feeding, catheterization, oxygen administration and care of related equipment, administering medication as directed, providing basic emergency care as needed, including but not limited to first aid, cardio pulmonary resuscitation, or other life sustaining efforts until medical assistance arrives. An employee earning the stipend may be required to provide these services for more than one student. No more than one health care stipend may be earned by an employee at one time. This stipend shall not apply to employees who have the above stated responsibilities as part of their official job description.

## 8.6 FIRST AID STIPEND

Employees who volunteer and are designated by their supervisor to provide first aid in the absence of the school nurse on a regular or frequent basis, and who do not have these responsibilities as part of their official job description, shall be entitled to a stipend equivalent to 5% of their base salary. Once designated by their supervisor and Director of Human Resources to provide these services, employee(s) shall receive the stipend for the remainder of that semester. The employee(s) shall receive official notification of their designation from Human Resources.

First Aid Certificates shall be required for the following positions:

Campus Supervisor  
Paraeducator - Health Care  
Health Services Assistant  
Paraeducator – Severely Impaired  
Office Assistant – Elementary  
Sr. Attendance Technician  
Lead Custodian  
School Office Manager – Elementary  
School Office Manager – Continuation  
Secretary III – Children Centers

All positions listed above have first aid responsibilities as part of their official job description and compensation for this responsibility has been included in the base salary with the exception of Secretary II's at the elementary school level who shall be paid an additional 5% stipend above and beyond their base salary.

New employees and employees designated by their supervisors to provide first aid services, shall obtain a First Aid certificate within six months of employment or designation.

First Aid training and the First Aid Certificate shall be provided at District expense and training shall occur during working hours. Renewal of the First Aid Certificate shall be accomplished at the District's expense and training shall occur during working hours.

#### 8.7 SEVERELY IMPAIRED STIPEND

When a student has been identified as having a severely impaired need, determined by a physician and an IEP committee to be non-life-threatening, then a stipend in the amount of \$174 per month will be paid to a current classified employee assigned to perform any of all of the following services: toileting, eating, washing, personal hygiene, assisting with physical aid appliances, assisting lifting in/out of wheelchair, assisting students to and from school bus or other transportation and/or in moving to and from activities on school site, basic first aid, administering medication as directed. An employee earning this stipend may be required to provide these services for more than one student. No more than one severely impaired stipend may be earned by an employee at one time. This stipend shall not apply to employees who have the above stated responsibilities as part of their official job description.

#### 8.8 GROUPS TECHNICIANS

Grounds Technicians who obtain a pest control certification (Cat. A & B) at their own expense and during their own time shall receive a monthly stipend of 5% of the salary for the duration of that license. Continuation of the stipend will be dependent upon successful renewal of the pest control certification (Cat. A & B) which will be at District expense and on District time.

#### 8.9 ASBESTOS

Employees who have been designated by their supervisor to provide asbestos removal and who hold a valid National Environmental Training for Hazardous

Materials, Asbestos and Lead certification shall receive a stipend of \$199 per month for the duration of the license.

8.10 GOVERNMENTAL LICENSES

New hires or employees who transfer to positions requiring the following governmental licenses as a condition of employment as set forth in the District's job description shall be granted a one-time payment upon hire or transfer of \$298 for each such license held when a copy of such license is presented to the District: Back Flow License, Fire Extinguisher License, and Bureau of Automotive Inspection Certificate.

8.11 NOTARY PUBLIC STIPEND

The District and CSEA agree that an annual stipend of \$1,196 shall be provided for possession and use in the District of a Notary Public Commission Certificate. For those employees working less than 12 months/year, this stipend shall be prorated to the equivalent monthly amount of \$100. The person receiving this stipend shall provide notary services for any site or department for the sole purpose of District business related activities.

8.12 TECHNOLOGY STIPEND

The District and CSEA agree that an annual stipend of \$2,483 shall be paid to the designated Site Technician. The unit member receiving this stipend shall provide basic technology support for the assigned site. Payment shall be \$1,242 per semester.

PAY AND ALLOWANCES: (Sections 8.13 through 8.21 shall only be opened by mutual agreement)

8.13 REGULAR RATE OF PAY

The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in Exhibit A, B, and C attached.

8.14 WARRANTS

All regular warrants of bargaining unit members shall be itemized to include voluntary and involuntary deductions to the extent that the payroll service of the County Superintendent of Schools provides.

8.15 PAYROLL PROCEDURES

All hourly salary rate bargaining unit members shall be paid once a month on the tenth (10<sup>th</sup>) calendar day following the end of the month. If the normal pay day falls on a Saturday, Sunday, or holiday, the warrant shall be issued on the preceding workday.

8.15.1 The District shall utilize a twenty-two (22) working day County Payroll option for the purpose of making salary payments to bargaining unit members. It is understood that absences (including but not limited to sick leave, vacation, bereavement, and industrial accident) will be charged on an actual day basis. New employees will receive pay based on actual days worked during the first month of employment and terminating employees 239

will receive pay based on the actual days worked during the last month of employment. When an employee is absent without pay for an entire month, there shall be no salary payment. When an employee is absent without pay for a partial month, pay for that month will be based on twenty-two (22) days, less days not compensated during the month. However, an employee working one day in a twenty-three (23) day month would receive pay for that day. Lump sum vacation payments will be computed on a twenty-two (22) day basis.

- 8.15.2 The District and CSEA recognize and acknowledge that these provisions are subject to normal operating circumstances and exceptions may occur in the event of circumstances beyond the District's control.

8.16 PAYROLL ERRORS.

- 8.16.1 Insufficient Pay: Any payroll error resulting in insufficient payment for a bargaining unit member shall be corrected, and a supplemental warrant issued, not later than five (5) working days after the bargaining unit member provides notice to the Payroll Department. When a payroll error occurs where the original monthly warrant(s) cannot be given to the bargaining unit member on his/her regularly scheduled pay day, the member shall have the option to request and receive a salary advance check from the District in the amount of ninety percent (90%) of the employee's estimated net salary.

- 8.16.2 Overpayment: Should a member be overpaid, the amount of the overpayment shall be repaid to the District. In every case, the affected employee shall be contacted first, and the repayment plan including repayment timelines shall be negotiated and agreed to in writing before any action to recapture the overpayment.

8.17 LOST WARRANTS

If a warrant to a bargaining unit member is mailed, and if the warrant is not delivered within five (5) days of date of mailing, the member may request and then shall receive a salary advance check from the District in the amount of the lost warrant. Such check shall be issued within five (5) working days of the bargaining unit member's notification to the Payroll Department. If the warrant is lost after receipt, the bargaining unit member shall notify the Payroll Department and the process for replacing the lost warrant shall commence. There can be no guarantee of the time required to replace such lost warrant.

8.18 COMPENSATION FOR WORKING OUT OF CLASSIFICATION

Bargaining unit members who are required to perform duties at a higher level not reasonably related to those fixed and prescribed in the unit member's job classification (including substituting for absent employees) shall be temporarily compensated at the appropriate salary schedule subject to the following conditions:

- 8.18.1 The assignment of the higher level duties must exceed or be expected to exceed five working days in any fifteen (15) calendar day period.

- 8.18.2 The unit member shall be temporarily compensated at the next higher dollar amount of the appropriate salary range as it compares to the unit member's regular salary, but not less than five percent (5%) nor more than Step VI.



- 8.18.3 The higher rate shall be retroactive to the first day of the assignment to new duties in all cases in which such assignments exceed five (5) working days.
- 8.18.4 The higher rate shall terminate on the first working day that the unit member is no longer required to work at the higher level.
- 8.18.5 Determination as to when a unit member is required to work out of classification will be made by the Superintendent subject to the approval of the Board of Education.
- 8.18.6 Where there is no existing job description covering more complex responsibilities that employees are performing on a regular and on-going basis, and these responsibilities are not reasonably related to a bargaining unit member's job classification, the unit member shall be temporarily compensated in the following manner:
  - 8.18.6.1 The unit member shall be temporarily compensated an additional five percent (5%) of the employee's current rate of pay.
  - 8.18.6.2 An application must be made on a District developed form and signed by the unit member and his/her supervisor, and shall be submitted to Human Resources.
  - 8.18.6.3 The stipend shall remain in effect as long as the employee is determined to be continuing the more complex responsibilities.
  - 8.18.6.4 The Head of Human Resources (or designee) and a representative appointed by CSEA shall review and either approve or deny the request for compensation. The decision shall be final when an agreement is reached between CSEA and the Head of Human Resources (or designee). In the event that CSEA and the Head of Human Resources (or designee) cannot reach agreement, the Superintendent shall make the decision and his/her decision shall be final.
- 8.19 PAYMENTS AFTER SEPARATION FROM EMPLOYMENT
  - 8.19.1 Any bargaining unit member who terminates employment with the District due to resignation, retirement, termination due to disciplinary action, or for any other reason, shall receive payment for all salaries owed to the employee no later than the next scheduled pay day and in any event no later than fifteen work days after the employee is officially separated from employment.
  - 8.19.2 Payment of accrued vacation or any other applicable benefit shall be handled following the same provisions in Article 8.18.1.
  - 8.19.3 If separation from employment is a result of resignation or retirement, the bargaining unit member must submit copies of his/her letter of resignation / retirement to his/her immediate supervisor and Human Resources in order for the provisions of Article 8.18 to apply.
  - 8.19.4 If separation from employment is a result of termination, the provisions of Article 8.18 shall automatically apply.
- 8.20 WORK CLOTHING
  - 8.20.1 The cost of the purchase, lease, or rental of work clothing, identification badges, emblems, and cards required for District designated Facilities Services personnel, Food Services and Campus Supervision Assistants

shall be borne by the District. Depending on the requirements of the job, work clothing may include at the discretion of the District, any or all of the following items of apparel: shirts, pants, coveralls, coats and rain gear.

If, through the employee's negligence (carelessness), clothing supplied by the District is destroyed, lost, or damaged, the District shall provide for the repair or replacement, but the costs shall be borne by the employee.

- 8.20.2 An Advisory Committee shall be established and shall meet at least once annually to assist in the implementation of Article 8.19.1 and shall consist of three (3) representatives appointed by the District and three representatives appointed by the Association.

## 8.21 REIMBURSEMENT FOR LOSS, DAMAGE, DESTRUCTION OF PERSONAL PROPERTY

- 8.21.1 The District 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 in accordance with the following provisions:

8.21.1.1 Loss, damage, or destruction shall have occurred without fault of the employee.

8.21.1.2 Evidence of written pre-approval for the use of the personal property on District premises shall be provided in order to seek reimbursement for loss, damage, or destruction. No prior approval is needed for eyeglasses, hearing aids, dentures, watches, articles of clothing necessarily worn or carried by the employee, or vehicles.

8.21.1.3 The value of any item lost, damaged, or destroyed shall be determined as of the time of the verified loss, damage, or destruction and shall include normal allowance for depreciation.

8.21.1.4 Property claimed for reimbursement shall be valued at more than \$25

8.21.1.5 Maximum reimbursement for any one incident shall be \$700, except for vehicles.

8.21.1.6 The maximum reimbursement for all loss, damage, or destruction of personal property shall not exceed \$7,500 in any fiscal year.

8.21.1.7 A written request for reimbursement must be filed by the employee within five (5) calendar days of the incident with Fiscal Services. Fiscal Services may conduct an investigation. The burden of proof in all cases is with the employee seeking reimbursement.

- 8.21.2 Reimbursement for loss, damage, destruction of vehicles.

8.21.2.1 The maximum reimbursement for vehicle loss, damage, or destruction shall be \$1,250 or the insurance deductible, whichever is less.

8.21.2.2 Reimbursement is limited to payment for verified loss, damage, or destruction resulting from malicious acts of others.

8.21.2.3 A report shall be made by the employee to the police, and a copy of the police report shall be provided to Fiscal Services. 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. The District payment shall be limited to the amount of the lowest estimate and shall be paid directly to the repair facility upon verification of satisfactory completion of repair.

- 8.21.2.4 If an employee receives any payment from an insurance carrier for any loss, damage or destruction 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. Subrogation means the District may seek to recoup the cost of reimbursement to the employee directly from the insurance carrier. 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.

## COVID-19 PANDEMIC

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**Burbank Unified School District (District)**  
**And**  
**The California School Employees Association and its Burbank Chapter #674 (CSEA)**

**March 17, 2020**

This Memorandum of Understanding is entered into between the Burbank Unified School District and the California School Employees Association and its Chapter 674 concerning the District's response to the coronavirus (COVID-19) pandemic. On March 5, 2020, Governor Newsome declared a California State of Emergency due to the COVID-19 outbreak; on March 11, 2020, the World Health Organization officially declared the COVID-19 outbreak a pandemic; and on March 13, 2020, President Trump declared a National State of Emergency.

The District and CSEA recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its teachers and staff. We recognize the importance of prudent measures to prevent District employees, students, their families, or other people using District facilities from being exposed to or infected with coronavirus. We agree that reasonable continuity of District operations should be maintained, and reasonable accommodation should be made for District employees who are impacted by the pandemic.

To these ends, the District and CSEA agree as follows:

- 1) The District will inform CSEA as soon as practicable should it learn of a confirmed or likely coronavirus infection of District employees or students utilizing District facilities. It is understood that privacy rights under HIPAA and CMIA will be maintained.
- 2) The District will provide information on public hygiene and sanitation to help minimize the spread of the virus and will ensure that its facilities have the necessary supplies for preventive sanitation measures (such as soap and water, disposable towels or tissues, and hand sanitizer) to the extent such supplies are available. Bargaining unit members called to provide specialized work at a District facility shall receive adequate training to preserve their safety. The District will provide health standards and guidelines as provided by the California Center for Disease Control to all employees as part of ongoing updates. CSEA will cooperate with the District in any necessary public health actions including, but not limited to, those actions recommended by federal, state, and local departments of public health. Unit members shall continue to perform their assigned work absent a reasonable belief that such work poses a risk to their health or safety.
- 3) In the event employees of the District are required to report to work the weeks of March 16-27, the employees shall not receive less than a time and a half or compensation time for the hours the employee is required to report to work. Effective March 28, 2020 the District will resume paying employees in line with the established guidelines of the Collective Bargaining Agreement. During the week of Spring Break, 9- and 10-month employees will be docked their vacation time as is stated in the Collective Bargaining Agreement.
- 4) In the event a CSEA bargaining unit member is exposed to coronavirus or is taken ill with coronavirus, sick leave policies will be liberally construed to encourage the unit member not to infect others by coming to work. Since the County of Los Angeles has declared an emergency, those unit members with medical proof of susceptibility to the virus will be granted leave as liberally and lawfully possible when consistent with the school's

operational needs. Unit members belonging to populations deemed by the State as uniquely vulnerable to the effects of the virus shall be allowed to self-quarantine at no loss to individual leaves or pay. Accommodations may be made for those individuals to work remotely when appropriate and reasonable. CSEA will notify its members of the District's commitments but shall not encourage its members to take leave unless there is actually a medical reason.

- 5) The parties agree that the District shall have the sole and exclusive right to determine whether a school is closed, maintained as open, or reopened after the closure. In the event any District facility is closed, or any District operations are curtailed due to the coronavirus pandemic, unit members will not suffer any loss of pay or benefits relative to their regular schedules for the period of closure or curtailment. Unit members who are not ill will not be required to use paid sick leave or any other form of paid time off during such an eventuality. This paragraph will apply to up to one month of any such closure or curtailment; in the event the closure or curtailment seems likely to last more than one month, the District and CSEA will meet and bargain about the issue.
- 6) During any District closure or curtailment of operations, the District may require some unit members determined to be essential to its continued operations to remain onsite and perform their regular work assignment or work outside of their regular work assignment pursuant to Government Code § 3100. Other unit members not required to remain at work shall be "on call" and subject to direction by the District during their normal scheduled work day.
- 7) The parties agree that nothing herein limits the District's authority to exercise its emergency powers as established by law, the applicable collective bargaining contracts, board policies, and administrative regulations.
- 8) CSEA will support efforts to maintain funding pursuant to Education Code §§ 41422 and 46392 in connection with the closure of any District facilities due to COVID-19 pandemic.
- 9) The District may need to add additional school days to this school year or next year. Should additional work days or other measures be sought by the District, the parties agree to meet and negotiate concerning the implementation.
- 10) The District shall make reasonable efforts to accommodate requests by employees who are parents to deal with a childcare provider or school emergency caused by the COVID-19-related closure consistent with Labor Code § 230.8.
- 11) This Memorandum of Understanding shall not be precedent setting nor form any basis for a past practice.
- 12) Nothing in this agreement shall be interpreted as a waiver of CSEA's bargaining rights under Government Code § 3543.5.
- 13) This Memorandum of Understanding is effective March 16, 2020 through April 1, 2020. The parties agree to negotiate the terms of this agreement and/or extend its effect on or before April 1, 2020 specifically to address working conditions and any changes in Federal, State or Local mandates.

Dated: 3/17/2020

By: 

For District

Dated: 3/17/2020

By: 

For California School Employees Association

# MEMORANDUM OF UNDERSTANDING

Between

**Burbank Unified School District (District)**

And

**The California School Employees Association and its Burbank Chapter #674 (CSEA)**

**April 23, 2020**

This Memorandum of Understanding is entered into between the Burbank Unified School District and the California School Employees Association and its Chapter 674 concerning the District's response to the coronavirus (COVID-19) pandemic. On March 5, 2020, Governor Newsom declared a California State of Emergency due to the COVID-19 outbreak; on March 11, 2020, the World Health Organization officially declared the COVID-19 outbreak a pandemic; and on March 13, 2020, President Trump declared a National State of Emergency.

The District and CSEA recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its teachers and staff. We recognize the importance of prudent measures to prevent District employees, students, their families, or other people using District facilities from being exposed to or infected with coronavirus. We agree that reasonable continuity of District operations should be maintained, and reasonable accommodation should be made for District employees who are impacted by the pandemic.

To these ends, the District and CSEA agree as follows:

- 1) **Sharing of information about spread of illness:** The District will inform CSEA as soon as practicable should it learn of a confirmed or likely coronavirus infection of District employees or students utilizing District facilities. It is understood that privacy rights under HIPAA and CMIA will be maintained.
- 2) **Training and implementation of public health measures:** The District will provide information on public hygiene and sanitation to help minimize the spread of the virus and will ensure that its facilities have the necessary supplies for preventive sanitation measures (such as soap and water, disposable towels or tissues, and hand sanitizer) to the extent such supplies are available. If proper masks, gloves, and disposable towels are not available at a worksite, bargaining unit members shall not be required to work at that site. Bargaining unit members called to provide specialized work at a District facility shall receive adequate training to preserve their safety. The District will provide health standards and guidelines as provided by the California Center for Disease Control to all employees as part of ongoing updates. CSEA will cooperate with the District in any necessary public health actions including, but not limited to, those actions recommended by federal, state, and local departments of public health. Unit members shall continue to perform their assigned work absent a reasonable belief that such work poses a risk to their health or safety.
- 3) **Contracting out subject to bargaining:** The District will not hire any new additional consultants or contractors during school closures for work that could be done by bargaining unit members. The District may continue contracts that are currently in place



to supplement positions that cannot be filled first by unit members provided that the outside hiring was done in accordance with Education Code. In the event the District seeks to enter into an additional contract that would affect any or all bargaining unit members, the Association retains the right to negotiate the decision with the District.

- 4) **Distance learning and working from home:** CSEA bargaining-unit employees shall suffer no loss of pay or benefits as a result of District implementation of distance learning programs. The District will direct the work of CSEA members in a way in which honors the intent of the job description in a virtual setting. CSEA members shall be permitted to work from home under the following circumstances during the public health crisis caused by COVID-19.
- a. Any bargaining-unit employee may work from home with the approval of their direct supervisor. The District shall encourage supervisors to be as permissive as possible with work from home arrangements.
  - b. Any bargaining-unit employee who falls into one or more of the populations determined by public health officials to be susceptible or "high risk" to COVID-19 shall be permitted to work from home. If work from home is not possible, as determined by the supervisor, the employee is not expected to report to work with no loss to individual leaves, pay, or benefits. However, an employee who possesses a skill that no other employee possesses may be called into work if an essential task must be performed to maintain District functions. In such a case, the District will ensure all appropriate safety measures will be adhered to for the employee.
  - c. While the schools and facilities are closed, any bargaining-unit employee who has someone at home or is the caretaker for someone in one or more of the populations determined by public health officials to be susceptible or "high risk" to COVID-19 shall be permitted to work from home. If work from home is not possible, as determined by the supervisor, the employee is not expected to report to work with no loss to individual leaves, pay, or benefits. However, an employee who possesses a skill that no other employee possesses may be called into work if an essential task must be performed to maintain District functions. In such a case, the District will ensure all appropriate safety measures will be adhered to for the employee. When schools re-open, employees in this category who are unable to report to work, will have to apply for the appropriate leave through the FFRCA and will be docked accordingly.
  - d. In alignment with Labor Code § 230.8, any unit member with a child or dependent that attends a school closed due to COVID-19 and cannot make childcare arrangements shall be permitted to work from home. If work from home is not possible, as determined by the supervisor, the employee is not expected to report to work and will be informed of their eligibility for leave options under the provisions of HR 6201.
  - e. The District will provide virtual trainings for selected CSEA members to attend and may offer optional trainings to all employees. Whenever possible, the District will provide a 24-hour notice prior to calling an employee back to the worksite.
- 5) **Leaves due to COVID-19 related events:** During school closure, unit members shall be entitled to use the applicable leave provisions in the classified collective bargaining



agreement and any additional leaves mandated by the State or Federal government, including HR 6201 contained in the Families First Coronavirus Response Act. The leave benefits provided under HR 6201 may be drawn prior to any other form of paid or unpaid leave available to the unit member under the collective bargaining agreement.

The parties further recognize that HR 6201 extends FMLA leave in various ways, including making it available to any employee who has been employed for at least 30 days, making it available to employees unable to work due to the need to care for an employee's minor child if the child's school or place of care has been closed due to a public health emergency, and making it a paid leave at 2/3 pay after the first 10 days.

The parties acknowledge that these changes apply to District employees and that they may use any previously-accrued sick leave to fill any gap in pay resulting from the 2/3 formula in HR 6201.

- 6) **No loss of pay during COVID-19 related closures or curtailment:** The parties agree that the District shall have the sole and exclusive right to determine whether a school is closed, maintained as open, or reopened after the closure. In the event any District facility is closed, or any District operations are curtailed due to the coronavirus pandemic, unit members will not suffer any loss of pay or benefits relative to their regular schedules for the period of closure or curtailment.
- 7) **Employees reporting during closures:** During any District closure or curtailment of operations, the District may require some unit members determined to be essential to its continued operations to remain onsite and perform their regular work assignment or work outside of their regular work assignment pursuant to Government Code § 3100. Other unit members not required to remain at work shall be "on call" and subject to direction by the District during their normal scheduled work day. Assignments for on call unit members shall be rotated by seniority on a weekly basis. Employees shall be called to a worksite using the seniority list, first by site and then by position. After other options have been exhausted, the District shall offer the assignment to employees who elect to report to a physical work site. Preference shall be given to those with previous related experience.
- 8) **Probationary periods:** Classified employees are essential workers performing essential work virtually or at a work site. During the pandemic, they are on-call, on District time, subject to directives from the District, and fulfilling the intent of their job descriptions. For this reason, probationary periods and evaluation cycles shall remain unchanged for all bargaining unit members.
- 9) **Extended leave:** Extended leave requests that were submitted and approved prior to March 13, 2020 will stay in effect for the approved time.
- 10) **District rights:** The parties agree that nothing herein limits the District's authority to exercise its emergency powers as established by law, the applicable collective bargaining contracts, board policies, and administrative regulations.
- 11) **CSEA support for full funding:** CSEA will support efforts to maintain funding pursuant to Education Code §§ 41422 and 46392 in connection with the closure of any District facilities due to COVID-19 pandemic.

- 12) **Additional school days:** The California Department of Education may need to add additional school days to this school year or next year. Should additional work days or other measures be sought by the District, the parties agree to meet and negotiate concerning the implementation.
- 13) **Non-precedent setting:** This Memorandum of Understanding shall not be precedent setting nor form any basis for a past practice.
- 14) **Organizational rights:** Nothing in this agreement shall be interpreted as a waiver of CSEA's bargaining rights under Government Code §3543.2. CSEA's specific intent is to meet and negotiate changes in the hours, wages, and working conditions of bargaining unit members that may extend beyond the current school year, including summer school and extended school year.
- 15) **Duration of agreement:** This Memorandum of Understanding is effective April 1, 2020 through September 1, 2020. The parties agree to meet and negotiate the terms and conditions of this agreement should the circumstances that prompted the agreement change.

Dated: 4/24/2020

By: [Signature]  
For District

Dated: \_\_\_\_\_

By: [Signature]  
For California School Employees Association

*Ciera Chilton, LRR*



# MEMORANDUM OF UNDERSTANDING

Between

Burbank Unified School District (District)

And

The California School Employees Association and its Burbank Chapter #674 (CSEA)

## Distance Learning

July 22, 2020

This Memorandum of Understanding is entered into between the Burbank Unified School District and the California School Employees Association and its Chapter 674 concerning the District's response to the coronavirus (COVID-19) pandemic. On March 5, 2020, Governor Newsom declared a California State of Emergency due to the COVID-19 outbreak; on March 11, 2020, the World Health Organization officially declared the COVID-19 outbreak a pandemic; and on March 13, 2020, President Trump declared a National State of Emergency.

The District and CSEA recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its teachers and staff. We recognize the importance of prudent measures to prevent District employees, students, their families, or other people using District facilities from being exposed to or infected with coronavirus. We agree that reasonable continuity of District operations should be maintained, and reasonable accommodation should be made for District employees who are impacted by the pandemic.

The District will be operating in a Distance Learning Model for the beginning of the 2020-2021 school until it is deemed safe to bring students onto campus by health and education officials. The parties recognize that education is an essential function and that distance learning presents unique challenges for school districts. This MOU is intended to address the temporary implementation of distance-learning.

To these ends, the District and CSEA agree as follows:

1. **Sharing of Information about Spread of Illness:** The District will inform CSEA as soon as practicable should it learn of a confirmed or likely coronavirus infection of District employees or students utilizing District facilities. The notification will include the site(s) with which the confirmed or likely infected person was in contact. The parties will maintain the anonymity of the individuals. Contact tracing will be conducted, and those who may have come in contact with a confirmed or likely infected person will be notified. If there is a confirmed case, the District shall release a general letter to the classified bargaining unit members who report to the specific site and who are itinerant. Classified employees shall be permitted to contact HR regarding their concerns of exposure and shall receive a response within 24 hours.
2. **Preventing the Spread of COVID-19:** The District shall provide masks for all individuals on District property, enforce 6-feet physical distancing, and provide appropriate Personal Protective Equipment to bargaining unit members. In the event that a bargaining unit member reports to a district worksite, they shall be responsible for following state, county, and local public health recommendations. While on district premises, bargaining unit members shall maintain six feet physical distance between themselves and other individuals and be required to wear a face mask. Unit members who cannot wear a mask because of a documented health issue shall be required to wear an appropriate or prescribed face covering. Face coverings and/or masks must be safely secured over the mouth and nose. Bargaining unit members reserve the right to refuse a directive that puts them at risk of infection, for example, another



individual's failure to physically distance or wear a face covering. The parties recognize physical distancing is not possible in every situation in the workplace but agree that every reasonable effort should be made to enable physical distancing. The unit member's refusal will be in good faith and they will comply as soon as appropriate action is taken to ensure safety. Such a delay should come without penalty to the employee.

3. **Screening of Employees:** All individuals will attempt to complete a self-screening checklist prior to initial entry onto District property. Screening is defined as temperature-taking and self-reporting of COVID-19 related symptoms on the District created screening form. For bargaining unit members, screening will occur at the beginning of the shift.
  - 3.1. Screening procedure shall include identification of COVID-19 related symptoms including but not limited to fever of 100.4 or higher, chills, cough, or shortness of breath or difficulty breathing.
  - 3.2. Procedures for on-site screening: If any District employee has not completed self-screening prior to reporting to work, they shall be screened at the beginning of their shift by a consenting designated individual. The intent for mandating screening in this way is to uphold accountability and safety. All bargaining unit members shall receive comprehensive training regarding on-site screening with the opportunity to ask questions and receive answers. Bargaining unit members reserve the right to refuse the assignment of screening duties. All bargaining unit members shall be provided Personal Protective Equipment along with thorough instructions on their use, including but not limited to masks, gloves, and/or face shields. Non-surgical N-95 respirators, gowns and goggles shall be available upon request. Thermometers will be non-contact and should be cleaned and disinfected according to manufacturer's instructions.
4. **Symptomatic or Ill Employees:** The parties shall encourage all employees to report to work. The parties shall encourage all employees who are sick to not report to work.
  - 4.1. If an employee has a fever, cough, and/or a combination of other symptoms that indicate a likely COVID-19 infection, the employee shall not report to work, contact their immediate supervisor and Human Resources, and contact their health provider. Employees who test positive for COVID-19 qualify for leave under HR6201. If leaves under HR6201 are exhausted, a COVID-19 positive employee shall be put on paid administrative leave with no loss of pay, benefits, or accrued leaves until they are medically able to return to work.
  - 4.2. If an employee reports to work, and their temperature is 100.4 or above and/or the employee shows a combination of symptoms that indicate a likely COVID-19 infection, the employee shall be sent home and should contact their primary health care provider and Human Resources. Under no circumstance will an employee with a temperature of 100.4 or over be permitted to work on-site. Employees who test positive for COVID-19 qualify for leave under HR6201. If leaves under HR6201 are exhausted, a COVID-19 positive employee shall be put on paid administrative leave with no loss of pay, benefits, or accrued leaves until they are medically able to return to work.
  - 4.3. All provisions of the Collective Bargaining Agreement pertaining to Industrial Accident or Illness Leave and/or Worker's Compensation shall remain in effect.
5. **Campus Access:** All individuals shall be screened in accordance with Section 3.2 of this agreement upon initial entry to District property. Screening is defined as temperature-taking, visual examination, and self-reporting of COVID-19 related symptoms. An individual whose temperature is 100.4 or above and/or reports a combination of symptoms that indicate a likely COVID-19 infection will not be permitted access to campus. Additionally, the District shall minimize access to campus, including limiting non-essential visitors, facility use permits, and volunteers. CSEA shall retain access to worksites where CSEA bargaining unit



members work as needed to fulfill its duty of fair representation, subject to the same screening and safety rules as all other visitors and employees.

6. **Training and Implementation of Public Health Measures:** The District will provide information on public hygiene and sanitation to help minimize the spread of the virus and will ensure that its facilities have the necessary supplies for preventive sanitation measures (such as soap and water, disposable towels or tissues, and hand sanitizer) to the extent such supplies are available. If proper masks, gloves, and disposable towels are not available at a worksite, bargaining unit members shall not be required to work at that site. Bargaining unit members called to provide specialized work at a District facility shall receive adequate training to preserve their safety. The District will provide health standards and guidelines as provided by the Los Angeles Department of Public Health to all employees as part of ongoing updates. CSEA will cooperate with the District in any necessary public health actions including, but not limited to, those actions recommended by federal, state, and local departments of public health.
7. **Contracting Out Subject to Bargaining:** The District will not hire any new additional consultants or contractors during school closures for work that could be done by bargaining unit members. The District may continue contracts that are currently in place to supplement positions that cannot be filled first by unit members provided that the outside hiring was done in accordance with Education Code. In the event the District seeks to enter into an additional contract that would affect any or all bargaining unit members, the Association retains the right to negotiate the decision with the District.
8. **Distance Learning and Working from Home:** CSEA bargaining-unit employees shall suffer no loss of pay or benefits as a direct result of District implementation of distance learning programs. The Parties recognize that education is essential and that all employees may be called into work to support the operations of the school district. The District and CSEA recognize that certain employees will have to report to the site on a regular basis while some may have more flexibility to work remotely. For those working remotely or partially remote, the District will direct the work of CSEA members in a way in which honors the intent of the job description in a virtual setting.
  - 8.1. For employees who do not report to a site daily, the District will provide a 24-hour notice prior to calling an employee back to the worksite whenever possible, in alignment with their regular work schedule. If a schedule is needed for intermittent or partial on-site work, the supervisor shall work with the employee to create one.
  - 8.2. The District and CSEA agree that CSEA bargaining-unit employees in the classifications listed below shall be required to report to work at their regularly assigned site for the 2020-2021 school year:
    - 8.2.1. *See Appendix A*
  - 8.3. If any bargaining unit employees are called back to the worksite outside of their normal schedule, it shall only be for a specific and urgent task and in accordance with "call-back time" as outlined in Article 10 Section 8 in the Collective Bargaining Agreement.
  - 8.4. The District and CSEA agree that CSEA bargaining-unit employees in the classifications listed below will be able to work remotely unless their physical presence is needed to complete a task or public health orders change, triggering negotiations for a Phase 2 MOU.
    - 8.4.1. *See Appendix A*
  - 8.5. District facilities are open to employees for the use of their equipment. If possible, the District will provide those working in the CSEA bargaining-unit classifications with all the equipment or software needed to perform their assigned duties while working from home.



- 8.6. While working from home, CSEA bargaining-unit employees are expected to be working and available during their normal designated working hours.
- 8.7. The District agrees that District Administrators/Managers/Supervisors shall not require bargaining-unit employees to work outside of their normal designated working hours. If an employee who is working remotely or partially remote is asked to perform duties outside of their normal working hours, they shall be entitled to overtime pay.
- 8.8. While CSEA bargaining-unit employees are expected to be working and available during their normal designated working hours, no CSEA bargaining-unit employee will be expected to answer every phone call or email received. If possible, the District shall provide access to equipment and/or software to unit members working from home to avoid use of personal numbers for District operations. Phone calls and emails need to be checked regularly to address any emergency situations. CSEA bargaining-unit employees are expected to return phone calls and emails received within a reasonable amount of time (24-hours not counting weekends or holidays).
9. **Accommodation:** Any bargaining-unit employee may work from home with the approval of their direct supervisor. The District shall encourage supervisors to be as permissive as possible with work from home arrangements. If work from home is not possible, as determined by the supervisor, the District will attempt to provide reasonable accommodation, such as being provided an isolated work site, flexible schedules, intermittent use of leaves, physical barriers, changing workstations, changing of air filters or ventilation controls, a temporary, individualized change in duties subject to employee agreement, or a temporary transfer to another worksite. If reasonable accommodations are not practical, the District shall work with the employee to develop a flexible leave plan that endeavors to avoid exhausting the employee's earned leave. If the employee's earned leave is exhausted, the District shall place the employee on an unpaid leave of absence while maintaining and paying for health and welfare premiums. An employee on an unpaid leave of absence shall be permitted to participate in the District program by making timely premium payments to the District. This applies only to employees who have participated in the interactive process.
10. **Families First Coronavirus Relief Act**
- 10.1. A unit member shall use up to ten (10) days of available federal paid sick leave under the FFCRA if the member (1) is unable to work due to government issued quarantine or isolation order related to COVID-19, (2) has been advised to self-quarantine by a healthcare provider related to COVID-19 and is unable to work, (3) is experiencing symptoms of COVID-19 and is seeking diagnosis and is unable to work. The District may request verification prior to placing a unit member on paid leave. The District shall pay a unit member's full salary regardless of per diem pay limits in the FFCRA.
- 10.2. A unit member may use up to ten (10) days of available federal paid sick leave under the FFCRA if the member is unable to work due to the need to care for (1) an individual who is subject to a federal, state, or local government quarantine or isolation order, or who has been directed by a health care provider to self-quarantine due to reasons related to COVID-19. ("Individual" means the employee's immediate family member, a person who regularly resides in the employee's home, or a similar person with whom the employee has a relationship that creates an expectation that the employee would care for the person if he or she were quarantined or self-quarantined.), (2) a child (under 18 years of age, or 18 years of age and older and incapable of self-care because of a mental or physical disability) whose school or place of care has been closed or whose childcare provider is unavailable for reasons related to COVID-19, (3) experiencing another substantially-similar condition as specified by the U.S. Department of Health and Human Services. The District may request verification prior to placing a unit



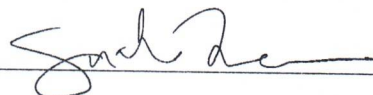
member on paid leave. Employees are paid at two-thirds the employee's regular rate. Employees will be allowed to use available existing paid time off, including sick leave, if applicable, to supplement pay received for leave under EPSLA, up to the amount of the employee's normal pay.

- 10.3. In the event a bargaining unit member is unable to work because of illness or infection associated with COVID-19 and has exhausted the ten (10) days available in 10.1, they shall be placed on paid administrative leave and continue to receive full salary and benefits without any deduction from the bargaining unit member's accumulated sick leave.
11. **Duties:** The District and CSEA acknowledge that California Education Code §45101(a) requires that all classified positions have set duties. However, due to the current unforeseen and unprecedented nature for the current conditions, CSEA and the District recognize that some CSEA bargaining unit positions may be asked to perform duties not currently contained within their current job description. The District and CSEA agree this is a temporary solution to a current need and shall not be considered a waiver of CSEA's rights to negotiate the transfer of duties as required by law. This also shall not be considered precedent setting for either party. All temporary transfer of duties shall be negotiated.
- 11.1. *See Appendix A.*
12. **No Loss of Pay due to Closure or Change in Learning Model:** The parties agree that the District shall have the sole and exclusive right to determine whether a school/facility is closed, maintained as open, or reopened after the closure. In the event any District facility is re-closed, or any District operations and/or learning models are changed due to the coronavirus pandemic, unit members will not suffer any loss of pay or benefits relative to their regular schedules for the period that distance and/or hybrid learning is in effect. This does not impact the District's right to lay off or reduce the work hours of classified employees due to lack of work or lack of funds, except for employees protected by Senate Bill 98 until June 30, 2021.
13. **Vacation:** The District recognizes it may be challenging for employees in critical positions to schedule and take vacation during the 20/21 school year. The parties agree to temporarily amend Article 12 Vacation, Section 8, suspending the cap outlined in 12.8 for the 20/21 school year. Unit members shall meet in both the 20/21 and 21/22 fiscal years with their supervisors to develop a vacation calendar that will incorporate usage of accrued vacation where possible. Any accrued vacation leave in excess of the cap on June 30, 2022 will be paid out in cash to the employee.
14. **Probationary Periods:** Classified employees are essential workers performing essential work virtually or at a work site. During the pandemic, they are on-call, on District time, subject to directives from the District, and fulfilling the intent of their job descriptions. For this reason, probationary periods and evaluation cycles shall remain unchanged for all bargaining unit members.
15. **CSEA Support for Full Funding:** CSEA will support efforts to maintain funding pursuant to Education Code §§ 41422 and 46392 in connection with the closure of any District facilities due to COVID-19 pandemic.
16. **Additional School Days:** The California Department of Education may need to add additional school days to this school year or next year. Should additional workdays or other measures be sought by the District, the parties agree to meet and negotiate concerning the implementation.
17. **Non-Precedent Setting:** This Memorandum of Understanding shall not be precedent setting nor form any basis for a past practice.



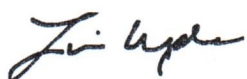
18. **Organizational Rights:** Nothing in this agreement shall be interpreted as a waiver of CSEA's bargaining rights under Government Code §3543.2. CSEA's specific intent is to meet and negotiate changes in the hours, wages, and working conditions of bargaining unit members that may extend beyond the current school year, including summer school and extended school year.
19. **Information and Further Negotiation:**
- 19.1. The Parties agree to meet and negotiate upon the request of either of the Parties, during the term of this MOU, to discuss matters related to the District's operations, with the goal of evaluating the occupational health and safety of employees.
- 19.2. Due to the evolving nature of the pandemic, this MOU may be reopened to negotiate decisions and effects at the request of either of the Parties.
- 19.3. The Parties agree to meet and negotiate a Phase 2 MOU in order to address transitioning to a hybrid model or to return to traditional instruction. Distance learning shall remain in effect until the Los Angeles County Department of Health, the Los Angeles County Office of Education, or a higher governing board, recommends re-opening based on current health standards and local data.
20. **Compliance with Further Governmental Orders:** The parties recognize that the COVID-19 pandemic is evolving and so is governmental response. The parties will comply with further local, state, or federal legislation or orders as they affect the terms and conditions of employment of bargaining unit employees and will bargain as needed over the effects of such further directives, including Senate Bill 98 which prohibits the layoff of food service workers and custodians, and carries intent to protect all classified positions during the pandemic.
21. **Duration of Agreement:** This agreement shall remain in effect through June 30, 2021 or until such time as the parties negotiate a Phase 2 MOU relating to either Hybrid Learning or the total re-opening of all school sites, whichever comes first.
22. **Grievance Procedure:** Disagreements arising from the enforcement of this agreement shall be referred to the grievance procedure outlined in the parties' collective bargaining agreement insofar as that procedure provides for final and binding arbitration by a neutral arbitrator.

Dated:

By: 

For District

Dated:

By: 

For California School Employees Association

*Ismael Lopez (Technology)*

*John Uribe*

*Robert Martinez*

*Maria Jimenez-Uribe*

*Cheryl McDonald*

*Railly McDonald*

*Roberto Villalta*

Roberto Villalta



APPENDIX A

The following Appendix is subject to the same terms, conditions, and effects of the Distance Learning MOU.

Report to Worksite	Primarily Working Remotely	Transfer of Duties	Notes
Accounting Series	Accounting Series (majority)		Time at site may vary by job. Part-time, flexible schedules for reporting on-site shall be offered when feasible.
Clerical	Clerical (majority)		<u>Time at site may vary by job.</u> Part-time, flexible schedules for reporting on-site shall be offered when feasible.  Personnel shall monitor the screening of employees and members of the public and may be asked to check in with students/families
Food Service		Food Service: Food service personnel will support District efforts to slow the spread by wiping and sanitizing high traffic or high contact areas on a limited basis subject only to directives from Food Service Directors and Supervisors who should work with Custodial Supervisors.	Time at site may vary by job. Part-time, flexible schedules for reporting on-site shall be offered when feasible.
Instructional Series	Instructional Series (majority)		One-on-one may require accommodation/transferring students. Instructional personnel may be asked to attend classes with students and teachers and to run small groups of live support via Zoom or Google Classroom. Employees may also support site clerical.
Auxiliary	Auxiliary	Auxiliary: Personnel shall monitor the screening of employees and members of the public and may be asked to check in with students/families. May assist with	Time at site may vary by job. Part-time, flexible schedules for reporting on-site shall be offered when feasible.

distribution of materials.

PE Assistants may be temporarily transferred to work in the ATB program.

Auxiliary personnel may run small groups of live support via Zoom or Google Classroom.

Employees may also assist site clerical.

Purchasing

Purchasing

Time at site may vary by job. Part-time, flexible schedules for reporting on-site shall be offered when feasible.

Maintenance

Support the work of Maintenance and Operations employees when appropriate.

Operations

Support the work of Maintenance and Operations employees when appropriate.

Technology

Technology

Support with the delivery/distribution of technology.

**Memorandum of Understanding  
Between the  
Burbank Unified School District  
And the  
California School Employees Association and its Burbank Chapter #674  
Regarding the COVID-19 Pandemic and School Opening: Phase 3  
Hybrid Learning**

This Memorandum of Understanding is entered into between the Burbank Unified School District (District) and the California School Employees Association and its Burbank Chapter #674 (CSEA) concerning the District's ongoing response to the coronavirus (COVID-19) pandemic. The parties agree to the following:

1. **Terms and Effects:** The July 22, 2020 Distance Learning MOU remains in full force and effect, except as stipulated in this Addendum. This Addendum is effective indefinitely beginning March 31, 2021 until the parties agree to a Phase 4 MOU.
2. **BUSD Supports Classified Employees:** The District agrees that classified employees are essential workers performing in-person services during a pandemic, and that the District could not operate without them. Therefore, the District agrees to fully support classified staff.
3. **Change in Learning Models (Hybrid):** The Parties agree that effective no earlier than March 31, 2021, grades TK-12 and adult school can open in a hybrid model following all Los Angeles County Department of Public Health (LACDPH) guidelines. The Parties acknowledge that the conditions to re-open have been met as LA County moved to Orange Tier. Should these conditions change, the District will comply with local and state guidelines and the parties will meet to negotiate effects within 5 days of moving back to a more restrictive Tier, or new LACDPH increased restrictions.
  - a. for the afternoon blocks of time Monday through Thursday. Students and staff will remain in distance learning for the morning, but instructional staff will be expected to report in person in the afternoons to support their staff/students in person. The parties shall meet to negotiate before changes to this hybrid plan are implemented.
  - b. With the re-opening of schools, staff will be asked to return to campuses in person to support District operations and campus supervision.
  - c. To the extent that job duties are reverting to a more in-person need, changes will also be noted in Appendix A.
  - d. As in person hours differ, supervisors may ask site staff to work alternative schedules for the remainder of the school year. Temporary schedule changes must be agreed upon by the employee. The parties shall meet and negotiate a Phase 4 MOU before a return to full in-person instruction is implemented.
  - e. In the event any District facility is re-closed, or the District's reopening plans are halted and/or learning models change due to the coronavirus pandemic, unit members will not suffer any loss of pay or benefits relative to their regular schedules.
  - f. The parties recognize that the COVID-19 pandemic is evolving and so is governmental response. The parties will comply with further local, state, or federal legislation or orders as they affect the terms and conditions of employment of bargaining unit employees and will bargain as needed over the effects of such further directives, including Senate Bill 98 which prohibits the layoff of food service workers and custodians, and carries intent to protect all classified positions during the pandemic.



**4. In Person Services:**

- a. The Parties agree that small group learning pods may continue to run between the hours of 8:00am – 3:00pm Monday through Thursday as long as LACDPH guidelines permit.
- b. The Parties have determined that the assessment of individuals may be conducted in person, by the District's assessment teams. To the extent that is reasonable, a bargaining unit member may be asked to assist with the process (i.e. 1:1 aide assisting with the transportation of their student, bargaining unit members assisting with visitor check-in and check-out, health screenings of guests, maintaining the cleanliness of assessment rooms and other facilities, etc.)
- c. Unit members may assist in afternoon interventions when there is a need on a paid voluntary basis.
- d. The Parties agree to serve our most critical populations of struggling SPED, EL, and at-risk students in cohorts not to exceed current public health guidelines. Each cohort on campus will have a certificated substitute teacher or a certificated teacher assigned to the class and the classified employees who serve that program. In the morning hours, the cohort will support students while they complete their distance learning. In the afternoon, the cohort may focus on interventions depending on the need. No classified employee will be directed to lead the instruction of students.
  - i. Students can receive their 1:1 support on campus while doing distance learning as long as they are in the same cohort or work privately with their 1:1 aide on campus.
  - ii. Students without a 1:1 aide may be put in small groups to work with a classroom Instructional Assistant.
  - iii. English Learner, SPED, and at-risk students shall have the opportunity to participate in small group interventions in the afternoon for support instruction. Depending on enrollment, the District shall create a schedule for support cohorts, not to exceed current public health guidelines.
  - iv. Classes will be capped according to the most current public health guidelines.

- 5. Duties and Working from Home During Phased Reopening:** CSEA bargaining-unit employees shall suffer no loss of pay or benefits as a direct result of District implementation of new learning models. The District and CSEA recognize that certain employees will have to report to the site on a regular basis while some may have more flexibility to work remotely. For those working remotely or partially remote, the District will direct the work of CSEA members in a way in which honors the intent of the job description in a virtual setting. All temporary transfer of duties shall be negotiated. See *Appendix A*.
- 6. Training on Public Health Measures:** The District will provide information on public hygiene and sanitation to help minimize the spread of the virus and will ensure that its facilities have the necessary supplies for preventive sanitation measures. The District will provide health standards and guidelines as provided by the LACDPH to all employees as part of ongoing updates. CSEA will cooperate with the District in any necessary public health actions including those actions recommended by federal, state, and local departments of public health.
- 7. Preventing the Spread of COVID-19:** The District shall provide masks for all individuals on District property, enforce physical distancing according to health guidelines, prioritize ventilation, and ensure stable groups remain separate. Bargaining



unit members reserve the right to refuse a directive that puts them at risk of infection, for example, another individual's failure to physically distance or wear a face covering. If proper masks, gloves, and disposable towels are not available at a worksite, bargaining unit members shall not be required to work at that site. The unit member's refusal will be in good faith and they will comply as soon as appropriate action is taken to ensure safety. Such a delay should come without penalty to the employee.

**a. PPE, Handwashing, and Engineering Controls:**

- i. The District shall require all students, employees, and visitors at school sites to wear masks, absent a medical condition stating otherwise and per LACDPH guidance. All students over the age of two (2) years of age must wear a mask, unless they are unable to due to the disability. Students who cannot wear face coverings must provide documentation. Gloves, gowns, and other PPE shall be readily available. Any employee can request and receive medical grade PPE (e.g., medical grade N-95).
- ii. The District shall instruct all students about proper handwashing techniques, mask wearing, social distancing, and other best practices for prevention of the spread of coronavirus.
- iii. The District shall ensure that there are adequate hand-washing stations (whether in restrooms or otherwise) for all students, and that these stations are stocked with soap and hygienic (single-use) towels. The District shall develop routines enabling students and staff to regularly wash their hands at staggered intervals.
- iv. The District shall install and regularly maintain MERV-13 filters in all HVAC systems within the District and keep the filter replacement webpage up to date within 1 business day.
- v. No bargaining unit members shall be required to share technology with students without the equipment being properly cleaned.

**b. Student Mask Resistance:**

- i. The District shall provide to CSEA, in writing, safety procedures for instances when a student or students do not comply with safety requirements, such as removing their mask without the presence of a physical barrier or maintaining physical distance in line with current guidelines.
- ii. The District shall provide a copy of the safety procedures to all on-site classified employees. The District shall conduct a question and answer session with classified employees expected to work on-site in in-person services for students.

**8. Screening for COVID-19:**

- a. **Campus Access:** All individuals shall be screened upon entry to District property. Screening is defined as temperature-taking, visual examination, and self-reporting of COVID-19 related symptoms. An individual whose temperature is 100.4 or above and/or reports a combination of symptoms that indicate a likely COVID-19 infection will not be permitted access to campus. Additionally, the District shall minimize access to campus, including limiting non-essential visitors, facility use permits, and volunteers until 3:15. CSEA shall retain access to worksites where CSEA bargaining unit members work as needed to fulfill its duty of fair representation, subject to the same screening and safety rules as all other visitors and employees.
- b. **Screening and temperature-taking duties:** Temperature taking and screening of individuals upon arrival to campus entails the following: confirmation that the



parent, student, or employee has submitted the questionnaire, temperature checks, or an attempt to verbally check in with students. All bargaining unit members shall receive comprehensive training regarding on-site screening with the opportunity to ask questions and receive answers. Bargaining unit members reserve the right to refuse the assignment of screening duties for medical reasons. All bargaining unit members shall be provided Personal Protective Equipment along with thorough instructions on their use, including but not limited to masks, gloves, and/or face shields. Non-surgical N-95 respirators, gowns, and goggles shall be available upon request to those using handheld thermometers. Thermometers will be non-contact and should be cleaned and disinfected according to manufacturer's instructions. Staff who do not feel comfortable using a touchless handheld thermometer will be given the option to supervise a mounted thermometer.

- c. **Screening of Employees:** Screening of COVID-19 symptoms will occur at the beginning of, or before, a bargaining unit member's shift. If any District employee has not completed self-screening prior to reporting to work, they shall be screened at the beginning of their shift by a consenting designated individual.

- d. **Screening of Students**

- i. Parents and students must comply with health and safety protocol required by the District. Parents, students, and staff will be educated about COVID-19 symptoms and will be instructed about how to report symptoms if they occur during the day.
- ii. The District shall screen students coming on-site for in person instruction and services by conducting daily visual symptom and wellness checks at the beginning of each school day, including temperature reading with a no-touch thermometer *and* a questionnaire about symptoms. Parents shall submit questionnaires before student arrival on campus. A completed electronic or paper form shall be provided daily to the screener. Students who do not have a completed form will be asked to answer questions prior to coming onto campus.
- iii. The District reserves the right to digitalize the check-in process so long as students and parents are aware that they need to provide proof of completion and there is an Administrator present at ingress points or on-call for the purpose of enforcing the check-in process. Supervisors or administrators shall be present or on call during the check-in process. If an issue arises and no manager is available for this purpose, the District will be in violation of this MOU. Classified employees shall not have the responsibility of removing students who have not completed and/or failed the screening process.

- 9. **Sharing of Information about Spread of Illness:** The District will inform CSEA should it learn of a confirmed or likely coronavirus infection of District employees or students utilizing District facilities. The notification will include the site(s) with which the confirmed or likely infected person was in contact. The parties will maintain the anonymity of the individuals. Contact tracing will be conducted, and those who may have come in contact with a confirmed or likely infected person will be notified. If there is a confirmed case, the District shall release a general letter to the classified bargaining unit members who report to the specific site and who are itinerant. Classified employees shall be permitted to contact HR regarding their concerns of exposure and shall receive a response within 24 hours.

- 10. **Quarantine, Testing, and Contact Tracing:**



- a. If an employee tests positive for coronavirus, they shall receive no loss of pay, leaves, or benefits during the required quarantine period.
- b. If the District conducts contact tracing and requires an employee to quarantine or get tested, employees shall receive no loss of pay, leaves, or benefits during the required quarantine period or while getting tested.
- c. Employees who have documented underlying health conditions or are the caretaker for a family member who has an underlying health condition shall refer to section 11 and/or be accommodated by the District through the reasonable accommodations process per section 12 of this MOU.
- d. The District shall not deny requests for leaves of absence that are reasonable and that are supported by contract language.
- e. The District and CSEA shall work together to introduce surveillance testing of staff and students if it is mandated by the County.
- f. Members who are unable to perform their duties as a result of vaccination side effects will be placed on paid leave and will not be required to use their sick leave or SB95 leave, up to two days.
- g. If a student in a member's class tests positive for COVID-19, the District will partner with a clinic to administer a COVID-19 test to the member upon request.

**11. Senate Bill 95:** Retroactive to January 1, 2021 through September 30, 2021 bargaining unit members shall be eligible for COVID-19 supplemental sick leave as outlined below:

- a. Up to two weeks or 80 hours of paid sick leave for full-time employees (pro-rated for part-time) at the employee's regular rate of pay the unit member is unable to work on-site or work from home because the unit member is:
  - i. Subject to quarantine or isolation related to COVID-19 as defined by the State Department of Public Health, Centers for Disease Control and Prevention, or a local health officer who has jurisdiction over the workplace,
  - ii. Advised by a health care provider to self-quarantine due to concerns related to COVID-19;
  - iii. Attending an appointment to receive a COVID-19 vaccine,
  - iv. Experiencing symptoms related to a COVID-19 vaccine that prevents the employee from being able to work,
  - v. Experiencing COVID-19 symptoms, and is seeking a medical diagnosis,
  - vi. Caring for a family member, as defined in existing law under subdivision (c) of Section 245.5 of the Labor Code, who is subject to quarantine or isolation as specified in (a) or (b) above, or
  - vii. Caring for a child, as defined by existing law under subdivision (c) of Section 245.5 of the labor Code, whose school or place of care is closed due to COVID-19.

- 12. Accommodation:** Any bargaining-unit employee may work from home with the approval of their direct supervisor. The District shall encourage supervisors to be as permissive as possible with work from home arrangements. If work from home is not possible, as determined by the supervisor, the District will attempt to provide reasonable accommodation, such as being provided an isolated work site, flexible schedules, intermittent use of leaves, physical barriers, changing workstations, changing of air filters or ventilation controls, a temporary, individualized change in duties subject to employee agreement, or a temporary transfer to another worksite. If reasonable accommodations are not practical, the District shall work with the employee to develop a flexible leave plan that endeavors to avoid exhausting the employee's earned leave. If the employee's earned leave is exhausted, the District shall place the employee on an unpaid leave of



absence while maintaining and paying for health and welfare premiums. An employee on an unpaid leave of absence shall be permitted to participate in the District program by making timely premium payments to the District. This applies only to employees who have participated in the interactive process.

**13. Child Care:**

- a. Bargaining unit members who request childcare services for students K – 5<sup>th</sup> grade shall have their children placed in Around the Bell (ATB) for childcare. After April 8, 2021, placement will be dependent on space availability and District will make every effort to place students at their home school or at a nearby school.
- b. Bargaining unit members who enroll their children in ATB will pay a reduced rate of \$160 per week for full time (7:30am – 5:30pm) and \$100 per week for part time. Any enrollment that is 2 half days or less shall be at the rate of \$50 per week.
- c. Bargaining unit members who have a household income of less than \$66,479 may enroll their children in ATB at no cost.
- d. If the District is unable to provide an employee childcare, or their child is under the age of preschool, the District will meet with the employee and/or provide them local childcare resources.

**14. Surveillance:** The digitalization of classified employees' working conditions due to the implementation of distance/virtual learning methods creates increased opportunities for recording, streaming, and surveilling employees. Any reports of classified employees alleged conduct captured digitally/electronically shall not provide just cause for discipline in isolation, nor shall it incur immediate disciplinary action. Such reports shall first be brought to CSEA via an informal meeting unless the conduct is deemed egregious in nature.

**15. NCI Compliance:** Bargaining unit members who have fallen out of NCI compliance shall be trained by the District prior to returning to in-person duties. If the District fails to train employees to this end, the bargaining unit member shall not be held liable and the District will be in violation of this MOU. Employees who are out of compliance shall attend the trainings offered. The District shall defend classified employees' use of approved techniques related to Non-Violent Crisis Intervention (NCI) and behavioral support when used in appropriate situations.

**16. Layoff Protection:** No bargaining unit member shall be laid off for lack of funds or lack of work during the current school year, except for instances where a student who is assigned to an employee within the bargaining unit's Instructional Series leaves the District or due to Horace Mann's Request for Proposal.

**17. Compensation:** Stipends that were terminated at the beginning of the school year will be reinstated retroactive to when they were terminated for those employees who return to work directly with students.

**18. Contracting Out Subject to Bargaining:** The District will not hire any new additional consultants or contractors during school closures for work that could be done by bargaining unit members. In the event the District seeks to enter into an additional contract that would affect any or all bargaining unit members, the Association retains the right to negotiate the decision with the District.



19. **Grievance Procedures:** The provisions of this MOU shall supersede any provisions of the Collective Bargaining Agreement ("CBA") between the Parties that are in conflict for the duration of this MOU, or until modified by mutual agreement of the Parties. This MOU shall be subject to Article 6: Grievance Procedures, with the following amendment: After attempting to resolve the grievance through an informal grievance resolution meeting between CSEA and the District, if the grievance is not resolved, CSEA may move the grievance immediately to Step 2 of the grievance process.
20. **Vacation:** The District recognizes it may be challenging for employees in critical positions to schedule and take vacation during the 20/21 school year. The parties agree to temporarily amend Article 12 Vacation, Section 8, suspending the cap outlined in 12.8 for the 20/21 school year. Unit members shall meet in both the 20/21 and 21/22 fiscal years with their supervisors to develop a vacation calendar that will incorporate usage of accrued vacation where possible. Any accrued vacation leave in excess of the cap on June 30, 2022 will be paid out in cash to the employee.
21. **Probationary Periods:** Classified employees are essential workers performing essential work virtually or at a work site. During the pandemic, they are on-call, on District time, subject to directives from the District, and fulfilling the intent of their job descriptions. For this reason, probationary periods and evaluation cycles shall remain unchanged for all bargaining unit members.
22. **Additional School Days:** The California Department of Education may need to add additional school days to this school year or next year. Should additional workdays or other measures be sought by the District, the parties agree to meet and negotiate concerning the implementation.
23. **Non-Precedent Setting:** This Memorandum of Understanding shall not be precedent setting nor form any basis for a past practice.
24. **Organizational Rights:** Nothing in this agreement shall be interpreted as a waiver of CSEA's bargaining rights under Government Code §3543.2. CSEA's specific intent is to meet and negotiate changes in the hours, wages, and working conditions of bargaining unit members that may extend beyond the current school year, including summer school and extended school year.
25. **Negotiation Rights:**
- If the District intends to change the in-person instruction plan delineated in Section 5 of this Addendum, they shall notify CSEA and the parties shall negotiate changes before they are implemented.
  - Should state, local, or federal guidelines or mandates change, either party has the right to initiate negotiations.

For the District

*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For CSEA:

*[Signature]*  
\_\_\_\_\_  
Andres Martinez  
\_\_\_\_\_  
Maria Jimenez-Urbe  
\_\_\_\_\_  
Roberto Villalta  
\_\_\_\_\_  
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\_\_\_\_\_  
M'Lisa MacLaren  
\_\_\_\_\_  
Ismael Lopez (Technology)  
\_\_\_\_\_

## APPENDIX A

The following Appendix is subject to the same terms, conditions, and effects of the Distance Learning MOU and its Addendum.

Report to Worksite	Remote Work	Transfer of Duties	Notes
Accounting Series	Accounting Series <b>on partial or rotational basis</b> (majority)		Time at site may vary by job. Part-time, flexible schedules for reporting on-site shall be offered when feasible.
Clerical	Clerical <b>on partial or rotational basis</b> (majority)		Time at site may vary by job. Part-time, flexible schedules for reporting on-site shall be offered when feasible.  Personnel shall monitor the screening of employees and members of the public and may be asked to check in with students/families.
Food Service		<b>Food Services staff will assist with the ingress and egress of students on campus on a voluntary basis during their regular hours. Hours outside of the regular schedule shall be offered as extra time. Duties are limited to supporting the screening process, specifically check in and supervision at ingress and egress points.</b>	Time at site may vary by job. Part-time, flexible schedules for reporting on-site shall be offered when feasible.
Instructional Series	Instructional Series, <b>Fridays</b>	<b>Instructional staff will assist with the ingress and egress of students on campus. This includes check-in and supervision.</b>	One-on-one may require accommodation/transferring students. Instructional personnel may be asked to attend classes with students and teachers and to run small groups of live support via Zoom or Google Classroom. Employees may also support site clerical.



			<b>Instructional personnel will participate in the in-person support of students and will be asked to return to the site to work with students in small cohorts if appropriate.</b>
Auxiliary	<b>Auxiliary on partial or rotational basis</b>	<p>Auxiliary: Personnel shall monitor the screening of employees and members of the public and may be asked to check in with students/families.</p> <p>May assist with distribution of materials.</p> <p>PE Assistants may be temporarily transferred to work in the ATB program.</p> <p>Auxiliary personnel may run small groups of live support via Zoom or Google Classroom.</p> <p>Employees may also assist site clerical.</p>	<p>Time at site may vary by job. Part-time, flexible schedules for reporting on-site shall be offered when feasible.</p> <p><b>Auxiliary personnel will participate in the in-person support of students and will be asked to return to the site to work with students in small cohorts if appropriate.</b></p>
Purchasing	<b>Purchasing on partial or rotational basis</b>		Time at site may vary by job. Part-time, flexible schedules for reporting on-site shall be offered when feasible.
Maintenance			Support the work of Maintenance and Operations employees when appropriate.
Operations			Support the work of Maintenance and Operations employees when appropriate.
Technology	<b>Technology on partial or rotational basis</b>		Support with the delivery/distribution of technology.

**Memorandum of Understanding  
Between the  
Burbank Unified School District  
And the  
California School Employees Association and its Burbank Chapter #674**

Regarding the COVID-19 Pandemic and School Opening: Phase 4  
Full District Reopening  
*August 25, 2021*

This Memorandum of Understanding is entered into between the Burbank Unified School District (District) and the California School Employees Association and its Burbank Chapter #674 (CSEA) concerning the District's ongoing response to the coronavirus (COVID-19) pandemic. The parties agree to the following:

1. **Terms and Effects:** Effective immediately through June 30, 2022
2. **Training on Public Health Measures:** The District will provide information on public hygiene and sanitation to help minimize the spread of the virus and will ensure that its facilities have the necessary supplies for preventive sanitation measures. The District will provide health standards and guidelines as provided by the Los Angeles County Department of Public Health (LACDPH) to all employees as part of ongoing updates. CSEA will cooperate with the District in any necessary public health actions including those actions recommended by federal, state, and local departments of public health. The District shall train employees on updated guidelines relevant to the performance of their job duties.
3. **Preventing the Spread of COVID-19:** The District shall provide masks for all individuals on District property, enforce physical distancing according to health guidelines, and prioritize ventilation. Classifications shall be provided appropriate PPE to perform their duties safely per Cal/OSHA guidelines. All individuals on District property are responsible for keeping an appropriate distance from one another, subject to public health guidelines. Bargaining unit members reserve the right to refuse a directive that puts them at risk of infection, for example, another individual's failure to physically distance or wear a face covering in accordance with current health guidelines. If proper masks, gloves, and disposable towels are not available at a worksite, bargaining unit members shall not be required to work at that site. The unit member's refusal will be in good faith and they will comply as soon as appropriate action is taken to ensure safety. Such a delay should come without penalty to the employee.
4. **Screening:** The District shall encourage daily self-screening of all persons who come onto District property or attend District events. The District shall post and provide a list of updated COVID-19 symptoms and instructions to stay home if feeling ill or experiencing even mild symptoms of COVID-19. The District shall also provide an isolation room for anyone exhibiting symptoms of COVID-19 while at school and instructions for students and staff for proper procedures should such symptoms arise.
5. **Vaccination Status and Surveillance Testing:**
  - a. **Vaccination Status:** All bargaining unit members will be required to provide their vaccination status in the form of a photograph or copy of vaccination card or will be required to submit to surveillance testing. The District will commit to reasonably accommodating sincere religious objections and medical/disability-related inability to be vaccinated, per legal requirements. Unvaccinated employees, or employees who decline to state status, will not be disciplined, docked, or released from employment for vaccination status. The District shall only ask for proof of vaccine and no other documentation. Proof of vaccine



**Memorandum of Understanding  
Between the  
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documents shall only be submitted to Human Resources. All sites shall have the same procedure for providing vaccination status.

- b. **Surveillance Testing:** As long as the District is running surveillance testing, any employee who is not vaccinated, or who declines to state, will be tested on District property on district time. The frequency of this testing may vary as may the criteria for testing. This information will be confidential and will not be shared with other employees or parents.
- c. **Change in Policy:** Should the District change the vaccination policy agreed to herein, they shall notify CSEA as soon as possible and the parties shall meet and negotiate the effects. CSEA's intent is to keep all community members safe and to protect the employment rights of bargaining unit members.
- 6. **Bargaining Unit Work:** The parties' Appendix A agreement regarding transfer of duties has expired in full without precedent. All duties shall revert to regularly assigned duties per bargaining unit job descriptions. Should the District wish to adjust or alter duties, the parties shall meet and negotiate the decision and effects per Government Code.
- 7. **Reasonable Accommodations:** The District shall comply with the Americans with Disabilities Act and the Department of Fair Employment and Housing.
- 8. **Sharing of Information about Spread of Illness:** The District will inform CSEA should it learn of a confirmed or likely coronavirus infection of District employees or students utilizing District facilities. The notification will include the site(s) with which the confirmed or likely infected person was in contact. The parties will maintain the anonymity of the individuals. Contact tracing will be conducted, and those who may have come in contact with a confirmed or likely infected person will be notified. If there is a confirmed case, the District shall release a general letter to the classified bargaining unit members who report to the specific site and who are itinerant. Classified employees shall be permitted to contact HR regarding their concerns of exposure and shall receive a response within 24 hours.
- 9. **Quarantine, Testing, and Contact Tracing:**
  - a. All bargaining unit members who are contact traced due to close contact with a positive case, regardless of vaccination status, shall quarantine per current health regulations.
  - b. If the District conducts contact tracing for a site-related case and requires an employee to quarantine or get tested, employees shall receive no loss of pay, leaves, or benefits during the required quarantine period or while getting tested.
  - c. Bargaining unit members who test positive as a result of contract tracing on campus, will suffer no loss of pay, leaves or benefits.
  - d. Employees who have documented underlying health conditions may request a reasonable accommodation meeting in order to work successfully on site.
  - e. The District shall not deny requests for leaves of absence that are reasonable and that are supported by contract language.
  - f. The District and CSEA shall work together to introduce surveillance testing of staff and students if it is mandated by the County.



**Memorandum of Understanding  
Between the  
Burbank Unified School District  
And the  
California School Employees Association and its Burbank Chapter #674**

- g. If a student in a member's class tests positive for COVID-19, the District will partner with a clinic to administer a COVID-19 test to the member upon request.
- 10. Senate Bill 95:** Retroactive to January 1, 2021 through September 30, 2021 bargaining unit members shall be eligible for COVID-19 supplemental sick leave as outlined below:
- a. Up to two weeks or 80 hours of paid sick leave for full-time employees (pro-rated for part-time) at the employee's regular rate of pay if the unit member is unable to work on-site or work from home because the unit member is:
    - i. Subject to quarantine or isolation related to COVID-19 as defined by the State Department of Public Health, Centers for Disease Control and Prevention, or a local health officer who has jurisdiction over the workplace,
    - ii. Advised by a health care provider to self-quarantine due to concerns related to COVID-19;
    - iii. Attending an appointment to receive a COVID-19 vaccine,
    - iv. Experiencing symptoms related to a COVID-19 vaccine that prevents the employee from being able to work,
    - v. Experiencing COVID-19 symptoms, and is seeking a medical diagnosis,
    - vi. Caring for a family member, as defined in existing law under subdivision (c) of Section 245.5 of the Labor Code, who is subject to quarantine or isolation as specified in (a) or (b) above, or
    - vii. Caring for a child, as defined by existing law under subdivision (c) of Section 245.5 of the labor Code, whose school or place of care is closed due to COVID-19.
  - b. **Should SB 95 or a similar bill fail to pass or be extended beyond September 30, 2021, the parties agree to meet in September to explore alternatives or supplements to leaves.** If the parties have not tentatively agreed to new language regarding leaves related to COVID-19, including but not limited to self or family quarantine, symptoms, receiving a vaccine, vaccine side effects, the District shall automatically renew SB 95 until June 30, 2022. a
- 11. Grievance Procedures:** The provisions of this MOU shall supersede any provisions of the Collective Bargaining Agreement ("CBA") between the Parties that are in conflict for the duration of this MOU, or until modified by mutual agreement of the Parties. This MOU shall be subject to Article 6: Grievance Procedures, with the following amendment: After attempting to resolve the grievance through an informal grievance resolution meeting between CSEA and the District, if the grievance is not resolved, CSEA may move the grievance immediately to Step 2 of the grievance process.
- 12. Non-Precedent Setting:** This Memorandum of Understanding shall not be precedent setting nor form any basis for a past practice.
- 13. Organizational Rights:** Nothing in this agreement shall be interpreted as a waiver of CSEA's bargaining rights under Government Code §3543.2. CSEA's specific intent is to meet and negotiate changes in the hours, wages, and working conditions of bargaining unit members that may extend beyond the current school year, including summer school and extended school year.

**Memorandum of Understanding  
Between the  
Burbank Unified School District  
And the**

**California School Employees Association and its Burbank Chapter #674**

14. **District Closure(s):** Should the District close work sites due to widespread cases, bargaining unit members shall not suffer loss of pay, leaves, or benefits. The parties will meet promptly to negotiate an emergency closure MOU.
15. **Non-Bargaining Unit members:** Volunteers, temporary, and substitute employees, and other adults shall be held to the same standards or higher as bargaining unit members per this MOU.

Date of Tentative Agreement: 8/25/21

**District:**

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Julia W  
\_\_\_\_\_  
\_\_\_\_\_

**CSEA:**

[Signature]  
Immael Lopez  
Roberto Villa Hn.  
[Signature]  
Maria Mercedes  
B. DeWall  
W/A 8/25/21



**MEMORANDUM OF UNDERSTANDING**  
**Between the Burbank Unified School District**  
**And the**

**California School Employees Association and its Burbank Chapter #674**

On September 2, 2021, the Burbank Unified School District's (District) Board of Education utilized their exclusive right to mandate COVID-19 vaccinations as a condition of employment. The California School Employees Association and its Burbank Chapter #674 (CSEA) has the right to bargain the effects of that decision. This agreement is reached by and between the parties as a result of effects negotiations.

1. **Sharing of Information:** The District will inform CSEA, including the Chapter President and Labor Relations Representative, of all information it receives from the State regarding vaccination programs and the vaccination of District employees. Upon request, the District shall provide bargaining unit members access to a computer for the purpose of reviewing vaccination information and staying up to date on local and state guidelines.
2. **Vaccine Availability:** The District will inform CSEA and classified employees about vaccine availability and procedures for receiving vaccinations. The District will update this information regularly and communicate significant updates directly to classified staff and CSEA. Vaccination and testing mandated by the District shall make reasonable efforts to host a vaccination clinic for employees and shall provide advance notice to bargaining unit members. The District shall provide a list of local vaccination clinics to all employees.
3. **Deadline in Order to Use Paid Leave Between Doses:** Employees who provide proof of receiving the first vaccine dose to Human Resources by October 14, 2021 shall be permitted to continue working in their positions until they receive their second dose (up to 25 days later). After October 14, employees in the process of getting vaccinated shall be allowed to use accrued leave to remain in paid status after October 22, 2021 rather than being placed on unpaid leave until their vaccination process is complete.
4. **COVID-19 & Vaccination-Related Leave:** Should SB 95 fail to be extended or a similar state/federal leave is not provided, the district shall provide 5 working days or 40 working hours (pro-rated for part-time) at the employee's regular rate of pay for vaccinated employees who test positive with COVID-19 through January 31, 2021. This is not in addition to time they may have taken under SB 95. In addition, the District will provide up to two days of paid sick time (one time) at the employee's regular rate of pay to cover any side effects associated with receiving the vaccine. The District shall cover up to an additional two days of leave for vaccine side effects if a doctor's note is provided. If a similar federal or state leave is provided, the parties will meet and negotiate its implementation in-lieu of this section.



5. **Workers' Compensation:** The District acknowledges that employees who receive the vaccine to comply with its directive are eligible to apply for workers' compensation benefits should they experience an adverse reaction when receiving COVID-19 vaccination at the District's direction. Should employees incur severe medical losses due to an adverse reaction to a COVID-19 vaccine received at the District's direction that are not covered by workers' compensation, the District agrees to indemnify employees for those losses up to \$1000 for claims filed within 60 days of the vaccination. This shall in no way limit or waive an individual employee's right to pursue a claim against the District for losses due to an adverse reaction to a COVID-19 vaccine received at the District's direction.
6. **Reasonable Accommodations:**
- a. **Right to Request a Reasonable Accommodation:** The District acknowledges that under federal and state law, it must make reasonable accommodations to the COVID-19 vaccination requirement for employees who have a sincere religious belief that precludes vaccination or who have a medical or disability-related reason that prevents vaccination. The District will inform employees of the right to request such accommodation by email and worksite postings. The District shall provide employees who request a reasonable accommodation with the guidelines for documents that they may present as a part of their request for reasonable accommodation by September 30, 2021.
  - b. **Employee Procedures:** Employees must submit requests for a reasonable accommodation via email to Human Resources and shall receive an acknowledgment of their request within 48 hours. The District will not require an employee to use their leave benefits prior to the completion of the reasonable accommodation process, in other words, accrued leave will not be drained during any waiting period if the employee submits his or her request by October 1. If an employee requests an accommodation, the employee has the right to have a union representative present to assist with discussing accommodation.
  - c. **Minimum Accommodations for Medical and Sincere Objections:** Employees who are placed on unpaid leave as their Reasonable Accommodation will be able to utilize earned accrued paid leave through January 31, 2022. For medical accommodations only, once an employee is in unpaid status, the District will cover the cost of health and welfare benefits through January 31, 2022. The District will not oppose unemployment insurance benefits eligibility for employees who, through the reasonable accommodation process, obtain a period of unpaid leave as an accommodation because they cannot be vaccinated.
7. **Duties and Workload:** The District shall participate in additional negotiations at CSEA's request over workload increases or out-of-class assignments caused by an increase in vacancies after the vaccine mandate deadline. Bargaining unit members shall



not be disciplined for issues relating to workload and productivity, including involuntary transfer, demotion, suspension, or termination for the term of this agreement. Overtime may be granted when pre-approved by supervisors to support workload created by vacancies in all classifications.

8. **Resignation In-Lieu of Termination:** For the avoidance of litigation, bargaining unit members who object to the vaccine for reasons not covered under paragraph 5, exhaust accrued paid leave, decline the leave offered in paragraph 6, and choose to resign in lieu of termination prior to any Skelly meeting or administrative hearing regarding their objection, shall be offered one additional month of benefits upon resignation. The District will not oppose unemployment insurance benefits eligibility for employees who are dismissed or resign because they will not be vaccinated.
9. **Retirement In-Lieu of Termination:** Bargaining unit members who are eligible for retirement may retire in-lieu of termination and shall receive one additional month of benefits upon retirement. Between October 22, 2021 and December 31, 2021, such employee shall have the right to utilize paid leave to keep them in paid status until the retirement date.
10. **Vaccine Information for the Community:** The District shall provide a way for employees and their families to ask questions or express concerns about the COVID-19 vaccination requirement and receive factual, supportive responses and resources in multiple languages before October 22, 2021.
11. **Return of Excluded Employees:** When the District determines that the circumstances of the COVID-19 pandemic have changed such that a vaccination is no longer required, the employer will notify CSEA and any employees who have a reasonable accommodation.
12. **Remote Work:** Should the District allow any other District employees to work remotely on a regular basis as part of their assignment, the District shall offer the same option to bargaining unit members with similar job duties and responsibilities and will notify CSEA and bargain the effects.
13. **Further Negotiations:** The District and CSEA shall conduct additional negotiations if the administration of the vaccine mandate changes any bargaining unit job duties.
14. **Privacy:** The District shall maintain the privacy of all information about employees' vaccination status.
15. **Grievance Procedure:** Disputes arising from the enforcement of this agreement are subject to the grievance procedure in the parties' collective bargaining agreement.
16. **Term:** This Agreement is effective August 31, 2021 through January 31, 2022 and may be extended or terminated by mutual agreement. Any reasonable accommodation or unpaid leave agreed to between employees and the District that exceed the January 31, 2022 expiration date shall be honored.

District:

SI 2 10/8/2021

Roberto

Billie J. Kelly

Butter Knapp

CSEA:

Wynala

Roberto Villalta

Adrianne

Amel Kopy

W. J. LRP

Kailey McDonald

Mike

W. J. MacPhee

B. DeWall

## JOB STUDY

**Memorandum of Understanding**

**Between the**

**Burbank Unified School District**

**And the**

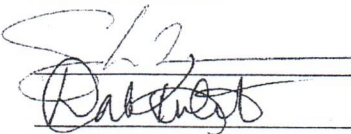
**California School Employees Association and its Burbank Chapter #674**

**Salary Allocation Table**

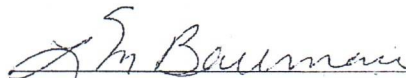
**July 7, 2022**

The Burbank Unified School District (District) and the California School Employees Association and its Burbank Chapter #674 (CSEA) recognize the necessity to review salary placements in the classified bargaining unit on an ongoing basis outside of regular contract negotiations. The attached Salary Allocation Table reflects the most recent agreement between the parties to update the salary placement of bargaining unit positions as indicated. Changes shall be retroactive to January 1, 2022 and implemented no later than 30 days following the parties' respective approval processes.

For the District:

  
\_\_\_\_\_

For CSEA:

  
Ciera Chilton LRR  
\_\_\_\_\_



**SALARY RANGE ALLOCATIONS FOR CLASSIFIED BARGAINING UNIT MEMBERS**

<u>CLASSIFICATION</u>	<u>RANGE</u>	<u>BASIS</u>	<u>CLASSIFICATION</u>	<u>RANGE</u>	<u>BASIS</u>
<b><u>Accounting Series</u></b>			<b><u>Clerical Series (continued)</u></b>		
Project and Accounting Analyst	66	A	School Office Manager-Elementary	43	C
Financial Analyst	60	A	School Office Manager-Cont	43	B, C
Benefits Analyst	56	A	School Office Manager – Adult School	43	A
Lead Payroll Technician	51	A	School Office Manager-Children's Center	43	A
Payroll Technician/Benefits Assistant	49	A	School Office Manager-Alternative School	43	C
Budget/Accounting Technician	48	A	****School Office Manager-Independent Learning Academy	43	C
Project Accounting Technician	48	A	Human Resources Technician	43	A
Accounting Assistant IV	47	A	Senior Secretary	42	A, B
Payroll Technician	47	A	Registrar	42	A
Employee Benefits Technician	47	A	Construction & Operations Secretary	41	A
Accounting Assistant III	45	A	Guidance/Program Technician I	41	B, C
Accounting Assistant II	42	A	College/Career Center Technician	41	B, C
Senior School Finance Technician	40	A, B, E	School Office Manager-Satellite School	40	C
Accounting Assistant I	33	A	Senior Attendance Technician	39	A, B
<b><u>Clerical Series</u></b>			CTE Technician	38	B, C
Use of Facilities Coordinator/Senior Administrative Assistant	60	A	Office Technician-Continuation	37	C
Assessment and Accountability Technician	56	A	Counseling Assistant	37	B
Administrative Secretary II	56	A	Secretary III	37	A, C, D
*Special Education Data System Technician	52	A	Office Assistant-Adult Education	37	C
Human Resources Analyst – Certificated	50	A	Personnel Clerk	37	A
Human Resources Analyst – Classified	48	A	Office Assistant-Elementary	36	C
**Facilities Operations and Construction Technician	48	A	Office Occupations – Adult Ed	36	D
***District Attendance and Fundraising Technician	46	A	Attendance Technician	35	C
Budget/Program Technician	45	A	Secretary II	33 <u>35</u>	A, C, D
Special Education Technician	45	A	Secretary I	34 <u>33</u>	A
Administrative Secretary I	45	A	<b><u>Food Service Series</u></b>		
Food Service Operations Technician	44	A	Food Service Utility Driver	38	A, C
Facilities Services Assistant	44	A	Food Service Cook – Central Kitchen	38	D
Guidance/Program Technician II	44	B, C	Serving Kitchen Operator	37	D
School Office Manager-High School	43	A	Food Service Cook	32 <u>35</u>	A, D
School Office Manager-Middle School	43	A	Food Service Assistant	30 <u>33</u>	D
			Barbecue Cook	30 <u>33</u>	D
			Food Service Cashier-Elementary	30 <u>33</u>	D
			<b><u>Instructional Series</u></b>		
			Educational Interpreter II	61	D
			Deaf and Hard of Hearing		

<u>CLASSIFICATION</u>	<u>RANGE</u>	<u>BASIS</u>	<u>CLASSIFICATION</u>	<u>RANGE</u>	<u>BASIS</u>
<b><u>Instructional Series (continued)</u></b>			<b><u>Auxiliary Series (continued)</u></b>		
Educational Interpreter I- Deaf and Hard of Hearing	54	D	Instructional Media Specialist- Middle School	41	B, C
Paraeducator- Environmental Science Park	45	D	Adult School ELL/ Office Specialist III	39	A, B, E
Paraeducator-Severe Behavioral II	45	D	Library Coordinator	39	C
Assistive Technology Technician	45	B	Senior Textbook Coordinator	38	A
Educational Reader- Visually Impaired	42	D	Adult ELL/Office Specialist II	37	A, E
Paraeducator-Severe Behavioral I	<del>40</del> <u>42</u>	D	Library Coordinator- Elementary	36	C, D
Behavior Intervention Assistant	<del>40</del> <u>42</u>	D	Health Services Assistant	36	D
Paraeducator-Health Care	<del>37</del> <u>39</u>	D	Campus Supervisor Assistant	36	A, D, E
Paraeducator- At Risk Youth	36	D	District Office Receptionist	36	A
Paraeducator-Severely Impaired	<del>35</del> <u>38</u>	D	Adult School ELL/ Office Specialist I	35	E
Paraeducator -Children's Center II	<del>34</del> <u>36</u>	D	ELD Office Specialist I	35	D
Paraeducator-Deaf and Hard Of Hearing (DHH)	<del>33</del> <u>36</u>	D	Adult School Learning Center Technician	35	E
Paraeducator-English Language Learner	<del>32</del> <u>34</u>	D	Campus Supervisor - Elementary School	<del>30</del> <u>33</u>	D
Paraeducator-Adult English Language Development	<del>32</del> <u>34</u>	E	<b><u>Purchasing Series</u></b>		
Paraeducator-Special Education	<del>32</del> <u>35</u>	C, D	Lead Buyer	51	A
Elementary Physical Education Assistant	<del>32</del> <u>33</u>	D	Buyer	47	A
Paraeducator-Children's Center	<del>32</del> <u>34</u>	A, C, D	Purchasing Technician	45	A
Community Resource Assistant	<del>31</del> <u>33</u>	D	Purchasing Clerk	40	A
Paraeducator- Primary Language Support	<del>31</del> <u>34</u>	D	<b><u>Operations Series</u></b>		
Paraeducator-Parent Education	<del>31</del> <u>34</u>	E	<b><u>1-Grounds Group</u></b>		
Instructional Resources Assistant	<del>31</del> <u>34</u>	D	Grounds Leadperson	56	A
Paraeducator	<del>30</del> <u>33</u>	D	Irrigation Specialist	48	A
Volunteer Coordinator	<del>30</del> <u>33</u>	D	Integrated Pest Control/ Grounds Technician	47	A
Paraeducator-Adult Education/ Learning Center	<del>30</del> <u>33</u>	E	Grounds Technician	40	A
<b><u>Auxiliary Services</u></b>			<b><u>2-Custodian Group</u></b>		
Student Services and Attendance Specialist	57	A, C	Swimming Pool Custodian	42	A
Student Services and Attendance Specialist for Homeless and Foster Youth	57	A	Lead Custodian	40	A
Certified Occupational Therapy Assistant	53	C	Senior Custodian/Campus Supervisor	36	A
Intervention Specialist for At-Risk Students	53	C, D	Monterey High School /CDS Custodian	35	A
Speech Language Pathology Assistant	53	D	Utility Custodian	35	A
Health Services Assistant-LVN/RN	48	D	School Safety/Utility Custodian	36	A, C
Children's Center Health Technician	45	A	Children's Center Service Worker	35	A
Career Vocational Assistant	40	D	<b><u>3-Warehouse Group</u></b>		
			Reprographics Technician	45	A
			Lead Warehouse Worker	40	A
			Utility Driver	38	A
			Warehouse Worker	38	A



<u>CLASSIFICATION</u>	<u>RANGE</u>	<u>BASIS</u>
<b><u>Maintenance Series</u></b>		
Facilities Services Leadperson	61	A
Maintenance Leadperson	58	A
Electrician	57	A
HVAC Mechanic	56	A
Plant Engineer	56	A
Low-Voltage Electrician	54*	A
Plumber	53	A
Glazier/Carpenter	52	A
Vehicle & Equipment Mechanic	52	A
Carpenter	51	A
Locksmith	51	A
Painter	51	A
Sheet Metal Mechanic	51	A
Plaster/Cement Finisher	51	A
Facilities Worker	45	A
<b><u>Technology Series</u></b>		
Lead Information Technology Systems Analyst	72	A
Network Analyst	67	A
Systems Analyst	66	A
Information Technology Systems Analyst	63	A
Lead Technology Support Specialist	61	A
Student Information Systems Analyst	59*	A
System Support Specialist	57	A
Technology Support Specialist II	57	A
Adult School Technology Support Specialist II	57	B
User Support Specialist	54	A
Technology Support Specialist I	49	A
Instructional Technology Media Specialist –Elementary	40	A, C, D

\* Effective 7/1/20

\*\* Effective 9/1/20

\*\*\* Effective 9/1/21

\*\*\*\*Effective 4/1/22

Addendum: The probationary period for a promoted employee shall be six (6) months after the effective date of promotion.



**Memorandum of Understanding**  
**between the**  
**Burbank Unified School District**  
**and the**  
**California School Employees Association and its Burbank Chapter #674**  
**May 5, 2021**

The Burbank Unified School District (District) and the California School Employees Association and its Burbank Chapter #674 (CSEA) have undergone a multi-year job study process to bring bargaining unit job descriptions and salary allocations up to date. The parties agree to the following:

- 1) That the Job Study package includes the following contents:
  - a) The February 27, 2020 Tentative Agreement (Attachment A) memorializing an updated salary schedule and Salary Range Allocations with budgetary considerations; this agreement resulted in a 12-cent raise for the classified bargaining unit retroactive to January 1, 2020. However, due to the January 2021 increase in California minimum wage, to honor the 12-cent increase and remain compliant with the law, Range 30 shall be increased to \$14 and Range 31 shall be increased to \$14.12.
  - b) A master Job Study Summary (Attachment B) that tracks changes in titles, merging of positions, splitting of positions, eliminations, and new salary range allocations where applicable.
  - c) A key to updated bargaining unit job descriptions (Attachment C)
  - d) Updated bargaining unit job descriptions organized by classification (Attachments C.1-C.9)
  - e) That all existing bargaining unit job descriptions have been altered, with exceptions and/or special circumstances described in Sections 2-5 of this agreement.
- 2) That the following positions are newly created and vacant:
  - a) Utility Custodian
  - b) Systems Support Specialist
- 3) To keep the following bargaining unit job descriptions status quo:
  - a) Personnel Clerk
  - b) Volunteer Coordinator
  - c) Office Occupations Adult Education
  - d) Payroll Technician/Benefits Assistant
  - e) Adult ELD/Office Specialist II
- 4) That upon ratification of this agreement, the following vacant bargaining unit positions will be eliminated:

<p>Accounting Series:</p> <ul style="list-style-type: none"><li>• Accounting Clerk II</li><li>• Budget Technician</li><li>• Business Technician</li><li>• Design Review Analyst</li><li>• Lead Payroll Technician</li><li>• Payroll Clerk</li></ul> <p>Clerical Series:</p> <ul style="list-style-type: none"><li>• Administrative Typist Clerk</li><li>• Attendance/Workers' Compensation Technician</li></ul> <p>Technology Series:</p>	<ul style="list-style-type: none"><li>• Business Division Clerk</li><li>• Business Services Secretary</li><li>• Fiscal Services Assistant</li><li>• Senior Administrative Secretary</li></ul> <p>Maintenance Series:</p> <ul style="list-style-type: none"><li>• Electrical Leadperson</li><li>• Mechanical Leadperson</li><li>• Building Maintenance Leadperson</li><li>• Lead Tradesperson</li><li>• Electronics Technician</li><li>• Office Machine Technician</li><li>• District Technology Hardware Specialist</li></ul>
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- Technology Infrastructure Technician
- Communications Support Specialist
- Technology Office Technician

Food Service Series:

- Senior Food Service Assistant – Canteen
- Food Service Cook I
- Vending Machine Attendant/Food Service Assistant

Instructional Series:

- Educational Interpreter II – Deaf and Hard of Hearing
- Educational Interpreter I – Deaf and Hard of Hearing

Auxiliary Series:

- JTPA Job Developer
- Guidance Advisor for SAR
- Library Technician
- Library Clerk
- Library Assistant
- Senior Instructional Media Specialist
- Instructional Media Specialist/Library Coordinator
- Offset Duplicating Equipment Operator
- Library Coordinator – Middle School
- Instructional Media Specialist
- Senior Library Clerk
- Pupil Residency Verification Worker

5) The following bargaining unit job descriptions were merged to create new job descriptions and will be eliminated:

- **Accounting Clerk III** – merged with Accounts Payable – new title **Accounting Assistant II**
- **Accounting Clerk III – Accounts Payable** – merged with Accounting Clerk III – new title **Accounting Assistant II**
- **School Finance Clerk** – merged with Senior School Finance Clerk – new title **Senior School Finance Technician**
- **Senior School Finance Clerk** – merged with School Finance Clerk – new title **Senior School Finance Technician**
- **Secretary** – merged with Senior Secretary–new title **Senior Secretary**
- **Lead Custodian Secondary** – merged with Senior Custodian – new title **Lead Custodian**
- **Senior Custodian** – merged with Lead Custodian Secondary– new title **Lead Custodian**
- **Campus Supervision Assistant** – merged with Middle School Aide – new title **Campus Supervisor**
- **Middle School Aide** – merged with Campus Supervision Assistant – new title **Campus Supervisor**
- **Sr. F.S. Assist Cent. Kitchen** – merged with **Food Service Assistant**

For the District:

*Sarah J. [Signature]*  
*Detricia [Signature]*  
*Peter J. Knapik*

For CSEA:

*[Signature]*  
*John Baumann*  
*John Uribe*  
*Maria Jimenez Uribe*  
*Esperanza Diaz*  
*Robert Martinez*  
*[Signature]*  
*Ciera Chilton Labor Relations Representative*