

**MEMORANDUMS OF UNDERSTANDING AND  
TENTATIVE AGREEMENTS  
2021-2024**

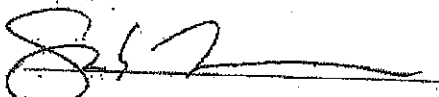
**Memorandum of Understanding**  
**between the**  
**Burbank Unified School District**  
**and the**  
**California School Employees Association and its Burbank Chapter #674**

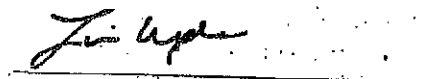
Term Extension

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

*[Signature]*

For CSEA

*Ciera Chilton* 12/10/20

For CSEA

Memorandum of Understanding

Between the

Burbank Unified School District

and the

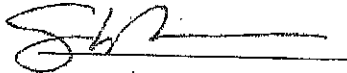
California School Employees Association and its Burbank Chapter # 674

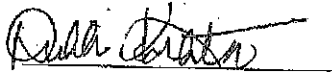
April 6, 2022

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:







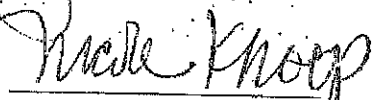
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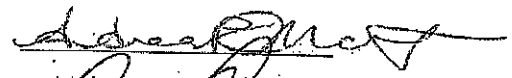
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For CSEA:

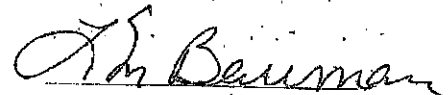


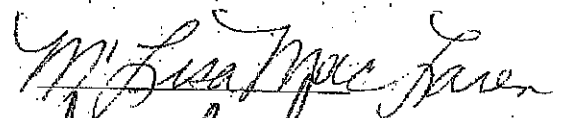


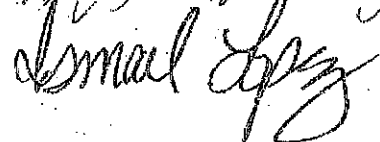
CSEA 4/6/22 LRD











Tentative Agreement

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  
S 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  
Robert  
Attor Khazik  
 \_\_\_\_\_

**CSEA:**

Samuel R. [Signature]  
Roberto [Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
B. D. Wall  
Kaily McTos  
[Signature]

BUSD to CSEA  
2/18/21

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:

Sill  
Kolo

CSEA:

Ch Bauman  
CSEA 2/18/22  
Wall Kroy  
Miriam MacPhee  
Roberto Villa  
Jed  
J. Maule  
Andrea West

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:

[Signature]  
[Signature]  
[Signature]  
[Signature]

CSEA:

[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

[Signature]  
[Signature]  
Roberto Villalta  
 Local 674 Labor Relations Representative



Memorandum of Understanding

Between the

Burbank Unified School District

And the

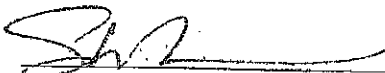
California School Employees Association and its Burbank Chapter #674

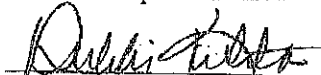
April 6, 2022

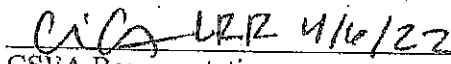
This Memorandum of Understanding (MOU) is entered into between the Burbank Unified School District (District) and the California School Employees Association and its Burbank Chapter #674 (CSEA) regarding the implementation of the Juneteenth holiday. The parties agree as follows:


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.

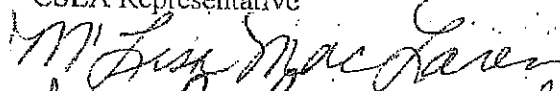
The parties enter into this agreement on April 6, 2022

  
District Representative

  
District Representative

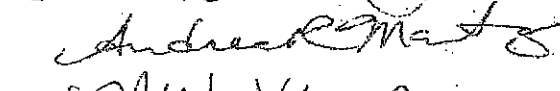
  
CSEA Representative

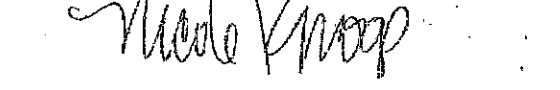
  
CSEA Representative













TA

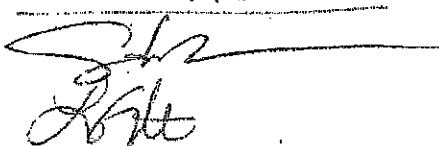
**Memorandum of Understanding**  
**Between the**  
**Burbank Unified School District**  
**And the**  
**California School Employees Association and its Burbank Chapter #674**

February 18, 2022

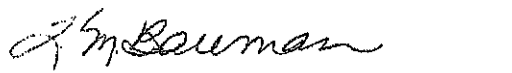

This agreement is entered into between the Burbank Unified School District (District) and the California School Employees Association and its Burbank Chapter #674 (CSEA) concerning additional summer pay and the Expanded Learning Opportunities Grant..

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  
Wade King  
Megan MacDonell  
Roberto Villalta  
  
D. J. [unclear]

**Tentative Agreement**  
**Between the**  
**Burbank Unified School District**  
**And the**  
**California School Employees Association and its Burbank Chapter #674**  
**Successor Agreement 2021-2024**

April 20, 2022

The Burbank Unified School District (District) and the California School Employees Association and its Burbank Chapter #674 (CSEA) conclude 2021-2022 successor negotiations. All articles and provisions of the parties' agreement shall remain the same, except as modified in the attached articles: Article 1: Agreement, Article 3: District Rights, Article 4: Organizational Rights, Article 5: Organizational Security, Article 7: Contracting Out, Article 8: Compensation, Article 9: Health and Welfare Benefits, Article 10: Hours of Employment, Article 16: Disciplinary Procedures, Article 18: Evaluation Procedures, Article 20: Safety Conditions of Employment, Article 28: Conclusiveness of Agreement.

For the District:

Sgt. J. [Signature]  
[Signature]  
[Signature]  
[Signature]

For CSEA:

[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

**MEMORANDUMS OF UNDERSTANDING AND  
TENTATIVE AGREEMENTS  
2022-2023**

BUSD to CSEA  
8/5/2022

**Memorandum of Understanding**

**Between the**

**Burbank Unified School District**

**And the**

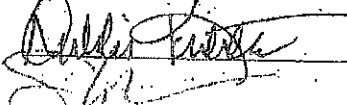
**California School Employees Association and its Burbank Chapter #674**

**August 5, 2022**

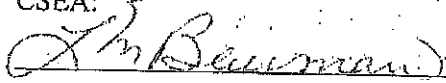
This agreement is made by and between the Burbank Unified School District (District) and the California School Employees Association and its Burbank Chapter #674 (CSEA) on August 5, 2022. Due to an increased number of vacancies and absences, a number of school sites are not receiving the Grounds support 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:

*J. Bauman* 8/29/22

BUSD:

*S. [Signature]*  
*[Signature]*

Memorandum of Understanding  
Between the  
Burbank Unified School District  
And the  
California School Employees Association and its Burbank Chapter #674  
January 9, 2023

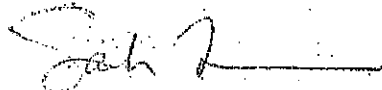
This agreement is reached by and between the Burbank Unified School District and the California School Employees Association and its Burbank Chapter #674 addressing the job requirements for high need and hard to fill positions.

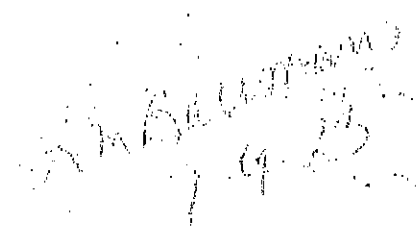
For this agreement, the Parties are specifically addressing the job descriptions in the following classifications as it pertains to the high school graduation requirement:

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

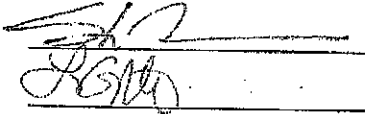
And the California School Employees Association and its Burbank Chapter #674

February 8, 2023

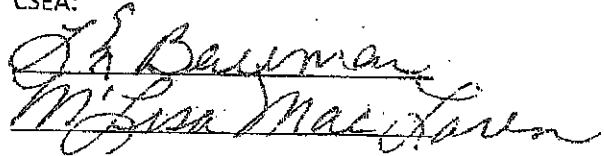
This agreement is entered into between the Burbank Unified School District (District) and the California School Employees Association and its Burbank Chapter #674 (CSEA) concerning additional summer pay.

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:

  
\_\_\_\_\_

CSEA:

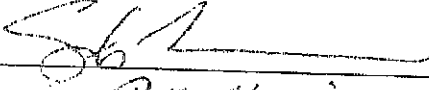
  
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**Tentative Agreement**  
**Between the**  
**Burbank Unified School District**  
**And the**  
**California School Employees Association and its Burbank Chapter #674**  
**Reopener Negotiations 2022-2023**

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:

  
\_\_\_\_\_  
*Patrick Knappik*  
\_\_\_\_\_  
*Patricia Knappik*  
\_\_\_\_\_  
*[Signature]*

For CSEA:

*J. M. Bauman*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
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*[Signature]*  
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*[Signature]*  
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*LiA LRZ 1/30/23*  
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January 30, 2023

CSEA TENTATIVE AGREEMENT-NOT FOR DISTRIBUTION - \$1.215M GENERAL FUND

2/30/23  
CC, LKT  
1/3/2  
LMB  
1-30-

SALARY RANGE ALLOCATIONS FOR CLASSIFIED BARGAINING UNIT MEMBERS

<u>CLASSIFICATION</u>	<u>RANGE</u>	<u>BASIS</u>
<u>Accounting Series</u>		
Project and Accounting Analyst	66	A
Financial Analyst	60	A
Benefits Analyst	56	A
Lead Payroll Technician	51	A
Payroll Technician/ Benefits Assistant	49	A
Budget/Accounting Technician	48	A
Project Accounting Technician	48	A
Accounting Assistant IV	47	A
Payroll Technician	47	A
Employee Benefits Technician	47	A
Accounting Assistant III	45	A
Accounting Assistant II	42	A
Senior School Finance Technician	40	A, B, E
Accounting Assistant I	33	A
<u>Clerical Series</u>		
Use of Facilities Coordinator/ Senior Administrative Assistant	60	A
Assessment and Accountability Technician	56	A
Administrative Secretary II	56	A
*Special Education Data Systems Technician	52	A
Human Resources Analyst - Certificated	50	A
Human Resources Analyst Classified	48	A
**Facilities Operations and Construction Technician	48	A
***District Attendance and Fundraising Technician	46	A
Budget/Program Technician	45	A
Special Education Technician	45	A
Administrative Secretary I	45	A
Food Service Operations Technician	44	A
Facilities Service Assistant	44	A
Guidance/Program Technician II	44	B, C
School Office Manager- High School	43	A
School Office Manager- Middle School	43	A
School Office Manager- Elementary	43	C

<u>CLASSIFICATION</u>	<u>RANGE</u>	<u>BASIS</u>
<u>Clerical Series (continued)</u>		
School Office Manager-Cont.	43	B, C
School Office Manager - Adult School	43	A
School Office Manager- Children's Center	43	A
School Office Manager- Alternative School	43	C
****School Office Manager- Independent Learning Academy	43	C
Human Resources Technician	43	A
Senior Secretary	42	A, B
Registrar	42	A
Construction & Operations Secretary	41	A
Guidance/Program Technician I	41	B, C
College/Career Center Technician	41	B, C
School Office Manager- Satellite School	40	C
Senior Attendance Technician	39	A, B
CTE Technician	38	B, C
Office Technician Continuation	37	C
Counseling Assistant	37	B
Secretary III	37	A, C, D
Office Assistant- Adult Education	37	C
Personnel Clerk	37	A
Office Assistant Elementary	36	C
Office Occupations - Adult Ed	36	D
Attendance Technician	35	C
Secretary II	35	A, C, D
Secretary I	33	A
<u>Food Service Series</u>		
Food Service Utility Driver	38 42	A, C
Food Service Cook- Central Kitchen	38 41	D
Serving Kitchen Operator	37 40	D
Food Service Cook	35 38	A, D
Food Service Assistant	33 37	D
Barbecue Cook	33 37	D
Food Service Cashier-Elementary	33 37	D
<u>Instructional Series</u>		
Educational Interpreter II Deaf and Hard of Hearing	61 62	D

<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
<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>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
<b><u>Purchasing Series</u></b>		
Lead Buyer	60	A
Buyer	47	A
Purchasing Technician	45	A
Purchasing Clerk	40	A
<b><u>Operations Series</u></b>		
1- <u>Grounds Group</u>		
Grounds Leadperson	56 57	A
Irrigation Specialist	48 50	A
Integrated Pest Control/ Grounds Technician	47 48	A
Grounds Technician	40 <del>46</del> 43	A
2- <u>Custodian Group</u>		
Swimming Pool Custodian	42 44	A
Lead Custodian	40 43	A
Senior Custodian/Campus Supervisor Monterey High School/CDS	36 39	A
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
3- <u>Warehouse Group</u>		
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>
<u>Maintenance Series</u>		
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
<u>Technology Series</u>		
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

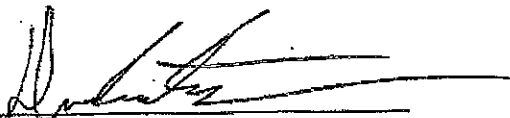
**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS BURBANK CHAPTER #674**

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.

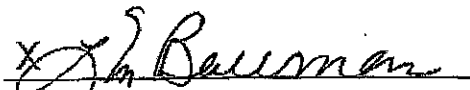
Tentatively agreed to on the 13<sup>th</sup> of December 2023. This Memorandum of Understanding will become final and binding upon the parties with ratification by the membership of the Association (pursuant to Association Policy 610 if required by that policy) and adoption by the Burbank Unified School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

X

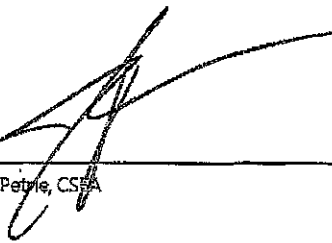


Derek Eckstein  
CSEA Labor Relations Representative

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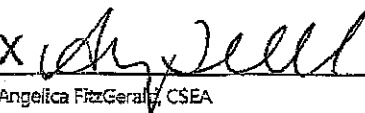
Laura Bauman, CSEA

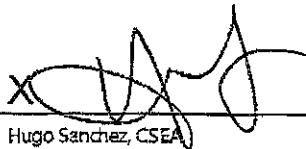
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Jon Petrie, CSEA

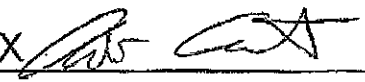
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Nicole Knoop, CSEA

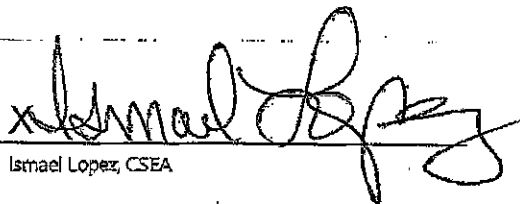
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Omar Olea, CSEA


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M'Lise MacLaren, CSEA

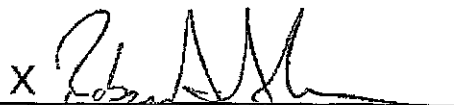
X   
Angelica FitzGerald, CSEA


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 Casate



## 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 GROUNDS 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 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 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 GROUND'S 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

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.

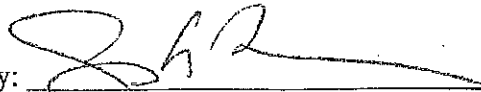
To these ends, the District and CSEA agree as follows:

- 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 of 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.



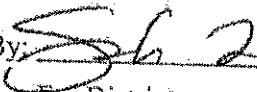
12) **Additional school days:** The California Department of Education may need to add additional school days to this school year or next year. Should additional work days or other measures be sought by the District, the parties agree to meet and negotiate concerning the implementation.

13) **Non-precedent setting:** This Memorandum of Understanding shall not be precedent setting nor form any basis for a past practice.

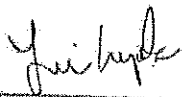
14) **Organizational rights:** Nothing in this agreement shall be interpreted as a waiver of CSEA's bargaining rights under Government Code §3543.2. CSEA's specific intent is to meet and negotiate changes in the hours, wages, and working conditions of bargaining unit members that may extend beyond the 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:   
For District

Dated: \_\_\_\_\_

By:   
For California School Employees Association

*Ciara 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-foot 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.

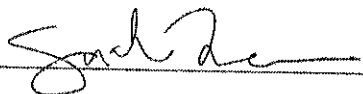
10.2. A unit member may use up to ten (10) days of available federal paid sick leave under the FFCRA if the member is unable to work due to the need to care for (1) an individual who is subject to a federal, state, or local government quarantine or isolation order, or who has been directed by a health 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-Urbe

Cheryl McDonald

Railey 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-promise 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-promise 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 do so 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:**
  - a. 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.
  - b. Should state, local, or federal guidelines or mandates change, either party has the right to initiate negotiations.

For the District

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For CSEA:

*[Signature]*

\_\_\_\_\_

*Andrea Martinez*

\_\_\_\_\_

*Meria Jimenez-Urbe*

\_\_\_\_\_

*Roberto Villalta*

\_\_\_\_\_

*Harley McDonald*

\_\_\_\_\_

*[Signature]*

\_\_\_\_\_

*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 on partial or rotational basis-(majority)		Time at site may vary by job. Part-time, flexible schedules for reporting on-site shall be offered when feasible.
Clerical	Clerical on partial or rotational basis (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		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.	Time at site may vary by job. Part-time, flexible schedules for reporting on-site shall be offered when feasible.
Instructional Series	Instructional Series, Fridays	Instructional staff will assist with the ingress and egress of students on campus. This includes check-in and supervision.	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  
Burbank Unified School District  
And the  
California School Employees Association and its Burbank Chapter #674**

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  
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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**

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:

512 \_\_\_\_\_ 10/8/2021

Roberto  
Pablo Quintana  
Antonio Krajcik

CSEA:

Roberto Vivaldo  
Roberto Vivaldo  
Adrian Rojas  
Adrian Rojas  
N.A. L.R.D.  
Kailey McDonald  
Kailey McDonald  
B. Dewall

## JOB STUDY

**Memorandum of Understanding**

**Between the**

**Burbank Unified School District**

**And the**

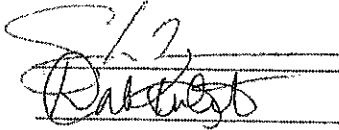
**California School Employees Association and its Burbank Chapter #674**

**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  
\_\_\_\_\_

JANUARY 1, 2022

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-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
<u>Clerical Series</u>			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	<del>33</del> <u>35</u>	A, C, D
Special Education Technician	45	A	Secretary I	<del>34</del> <u>33</u>	A
Administrative Secretary I	45	A	<u>Food Service Series</u>		
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	<del>32</del> <u>35</u>	A, D
School Office Manager-Middle School	43	A	Food Service Assistant	<del>30</del> <u>33</u>	D
			Barbecue Cook	<del>30</del> <u>33</u>	D
			Food Service Cashier-Elementary	<del>30</del> <u>33</u>	D
			<u>Instructional Series</u>		
			Educational Interpreter II	61	D
			Deaf and Hard of Hearing		

EXHIBIT A

<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	40 <u>42</u>	D	Library Coordinator- Elementary	36	C, D
Behavior Intervention Assistant	40 <u>42</u>	D	Health Services Assistant	36	D
Paraeducator-Health Care	37- <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	35 <u>38</u>	D	Adult School ELL/ Office Specialist I	35	E
Paraeducator -Children's Center II	34 <u>36</u>	D	ELD Office Specialist I	35	D
Paraeducator-Deaf and Hard Of Hearing (DHH)	33 <u>36</u>	D	Adult School Learning Center Technician	35	E
Paraeducator-English Language Learner	32 <u>34</u>	D	Campus Supervisor - Elementary School	30- <u>33</u>	D
Paraeducator-Adult English Language Development	32 <u>34</u>	E	<b><u>Purchasing Series</u></b>		
Paraeducator-Special Education	32 <u>35</u>	C, D	Lead Buyer	51	A
Elementary Physical Education Assistant	32 <u>33</u>	D	Buyer	47	A
Paraeducator-Children's Center	32 <u>34</u>	A, C, D	Purchasing Technician	45	A
Community Resource Assistant	31 <u>33</u>	D	Purchasing Clerk	40	A
Paraeducator- Primary Language Support	31 <u>34</u>	D	<b><u>Operations Series</u></b>		
Paraeducator-Parent Education	31 <u>34</u>	E	<b><u>1-Grounds Group</u></b>		
Instructional Resources Assistant	31 <u>34</u>	D	Grounds Leadperson	56	A
Paraeducator	30 <u>33</u>	D	Irrigation Specialist	48	A
Volunteer Coordinator	30 <u>33</u>	D	Integrated Pest Control/ Grounds Technician	47	A
Paraeducator-Adult Education/ Learning Center	30 <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:

Accounting Series:

- Accounting Clerk II
- Budget Technician
- Business Technician
- Design Review Analyst
- Lead Payroll Technician
- Payroll Clerk

Clerical Series:

- Administrative Typist Clerk
- Attendance/Workers' Compensation Technician

Technology Series:

- Business Division Clerk
- Business Services Secretary
- Fiscal Services Assistant
- Senior Administrative Secretary

Maintenance Series:

- Electrical Leadperson
- Mechanical Leadperson
- Building Maintenance Leadperson
- Lead Tradesperson
- Electronics Technician
- Office Machine Technician
- District Technology Hardware Specialist



- 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:

*[Signature]*  
*Detricia Little*  
*Robert J. Knapik*

For CSEA:

*[Signature]*  
*John Bauman*  
*John Uribe*  
*Maria Jimenez Uribe*  
*Esperanza Diaz*  
*Robert Martinez*  
*[Signature]*  
*Cira Clinton Labor Relations Representative*