

SIDE LETTERS OF UNDERSTANDING

Side Letter of Agreement

Between

The Burbank Unified School District and

Burbank Teachers' Association

April 9, 2025

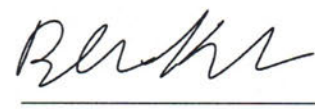
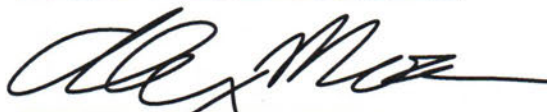
For purposes of resolving 2025-26 negotiations pertaining to Article 7 and 8, the parties, as memorialized in this Side Letter of Agreement, agree to the following contingency language:

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

For the District:


4/10/25


For the Association:


4/10/25


BURBANK TEACHERS ASSOCIATION ("Association")

AND THE

BURBANK UNIFIED SCHOOL DISTRICT ("District")

Side Letter of Agreement

Association President Release Time

The Burbank Teachers Association ("Association") President Sarah Schwartz ("Schwartz") shall be released sixty percent of the workdays. Any release time above sixty percent shall require a request from the Association under applicable law, in accordance with another provision of the parties' collective bargaining agreement, or in accordance with another side letter or memorandum of understanding.

To effectuate this release time, Schwartz shall work at least 75 days of the school year.

In addition, the Association president shall be available at District request during half of any release day to assist in teacher recruitment activities, LCAP planning, and other activities of mutual interest and benefit.

The District shall be reimbursed for the released day at twenty percent of Step 10 Column 3 for the forty percent traditional release time and an additional twenty percent as dictated by the "Side Letter of Agreement Regarding Elected Union Officer Release Time Based on Education Code § 44987" signed April 28, 2025. The District will continue to pay 100% of medical benefits.

In recognition of the unique impact of release time on the elementary school site and elementary students, the District and Association agree to the following additional terms for this release time:

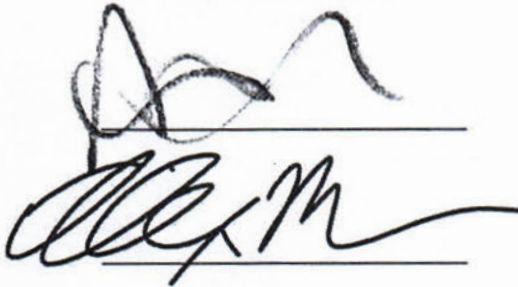
- 1) The District shall recruit an appropriately qualified additional educator with whom Schwartz can job share.
- 2) The parties shall mutually develop a job share schedule to achieve the appropriate release time and ensure continuity for students.
- 3) The base line job share schedule shall be a fifty-fifty split, however, Schwartz shall be granted an additional 19 release days on top of the fifty-fifty job share to equal sixty percent release and to be used to attend to intermittent Association business throughout the work year.

In alignment with Article 28: Job Sharing, prior to the first day of preservice, the teachers will provide a written detailed plan to the district and site principal stating in detail how the teachers will, "ensure close cooperation in such matters as planning; teaching; evaluating;

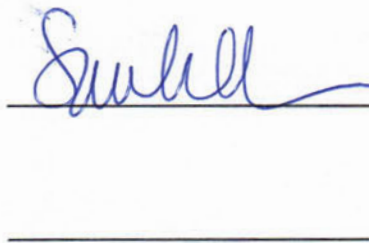
communicating with one another and with parents, staff, and administration; and performing adjunct duties.”

This agreement is for the remainder of the Association President’s term. Upon election of a new Association President or a change in the Association’s eligibility for grant funding from its state or national affiliations, both sides agree to meet and negotiate a new agreement. Schwartz will have the right to return to her teaching assignment at the conclusion of her service as an elected official of the Burbank Teachers Association.

FOR THE ASSOCIATION:

Two handwritten signatures in black ink are written over two horizontal lines. The top signature is a stylized, cursive 'A' followed by a flourish. The bottom signature is a more complex cursive script, possibly reading 'Alex M'.

FOR THE DISTRICT:

A single handwritten signature in blue ink is written over a horizontal line. The signature appears to be 'Sullivan' in a cursive script. Below this line is another empty horizontal line.

Burbank Teachers Association
and the
Burbank Unified School District

Memorandum of Understanding

Site-Specific Schedule Changes

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

This MOU is prompted by site-specific schedule changes that impact hours and working conditions including, but not limited to:

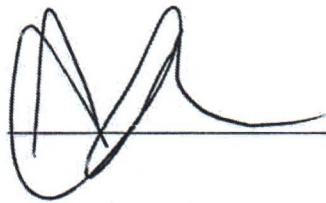
- a. addition or subtraction of instructional minutes within State requirements
- b. addition or subtraction of a class period
- c. repurposing of instructional time
- d. imposition of additional assessment or evaluation of academic grades, work habits, citizenship, attendance, etc.
- e. requirement to supervise an additional roster of students
- f. changes to the amount or frequency of teacher preparation time

Procedure

1. Any BTA member may submit a schedule change proposal after approval from site and district administrators. In addition, a site administrator may submit a proposal for BTA to review.
2. The schedule change proposal must be submitted to the BTA President and the site administrator by the end of the sixth (6th) week of the semester before the changes would go into effect. The BTA President will share the proposal with the BTA Executive Board. The BTA Site Rep(s) shall schedule a meeting date with all site bargaining unit members to discuss the application for proposed change to a schedule. This meeting will take place by the end of the ninth (9th) week of the semester before the changes would go into effect. The voting by BTA members will take place by the end of the twelfth (12th) week of the semester before the changes would go into effect.
 - a. The BTA Site Rep(s) will inform the BTA President of all scheduled meetings related to the schedule change proposal.
 - b. Due to privacy considerations, BTA will have the opportunity to meet with members one time without administrators present.

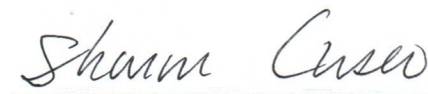
3. Administrators shall be responsible for consulting with other affected employee groups and stakeholders.
4. At least three work weeks prior to the site vote, all BTA members at said site shall be given a copy of the proposal. The BTA elections chair will conduct a secret ballot election among all BTA members at the work site online through Simply Voting and/or by secret paper ballot. For proposals that contain multiple changes to the schedule, all such changes will be placed on a single ballot. The results of the vote must be provided to site administration no later than one (1) school day after the voting window ends.
6. A minimum of sixty-six percent (66%) approval or vote of yes of the total BTA membership at the site is required to pass the proposal. Less than 66% voids the application for a proposed change in schedule. BTA members who are on leave have a right to vote on the schedule change. If a BTA member who is on leave chooses not to vote, they are not counted as an abstention but rather excluded from the vote total needed to reach sixty-six percent (66%).
7. All schedule changes shall be for one (1) semester or one (1) school year. Using the same voting method, sites will vote on whether to continue the schedule change upon its expiration. If the vote to extend the schedule change fails by not passing with a minimum of sixty-six percent (66%) the site will return to the original schedule. After the completion of the third vote, using the same voting procedures, the site will vote to keep the schedule permanent or to revert back to their original schedule.
8. Any bell schedule change proposal is subject to approval of the BUSD Board of Education before taking effect. The approval of the BUSD Board of Education shall be limited to ensuring the proposed change complies with applicable Federal and State law as well as Board Policy. Schedule changes shall be presented to the Board at the next opportunity after the site vote, accounting for the requirements of the Brown Act.
9. This MOU will remain in effect until the end of the 2027 – 2028 school year.

FOR THE ASSOCIATION:



2/20/2026

FOR THE DISTRICT:



2/20/2026

Memorandum of Understanding
Between
Burbank Unified School District
And
Burbank Teachers Association

Purpose:

This Memorandum of Understanding (MOU) outlines the agreement between the Burbank Unified School District (BUSD) and the Burbank Teachers Association (BTA) regarding the use of a teacher's classroom by a BUSD-sponsored or out-of-district childcare organization after school hours.

Terms of Agreement:

1. Classroom Use:

- The classrooms will be selected by the site administrator based on the location of entrances/exits, proximity to restrooms, and the overall safety and integrity of the after-school childcare program.
- The BUSD or out-of-district childcare organization is permitted to use the designated teacher's classroom beginning 30 minutes after student dismissal.
- The childcare programs will operate until 6:00 p.m. each day that the program is open, including winter, spring, and summer breaks.

2. Compensation:

- The teacher whose classroom is used will receive a \$100 per month stipend.

3. Materials and Equipment:

- Any materials or equipment used by the educator to support their classroom program that are broken or taken while the room is in use by the childcare program will be replaced. The replacement will be suggested by the teacher and approved by the Director of the Child Care Programs. After agreement is reached on a reasonable replacement, the District shall order and deliver the replacement materials or equipment.
- Personal items such as eyeglasses, hearing aids, dentures, watches, personal electronic devices, or articles of clothing that the employee necessarily wears or carries shall be subject to Article 15.13, Property Loss Reimbursement of the parties' collective bargaining agreement. Educators whose rooms are being utilized by a BUSD or out-of-district childcare organization are encouraged to secure or remove personal items at the end of their instructional day.

4. Responsibilities:

- The BUSD or out-of-district childcare organization is responsible for ensuring the classroom is left in the same condition as it was found.
- The BUSD or out-of-district childcare organization will adhere to all school policies and procedures while using the classroom.
- The school will provide another workspace for the teacher if they want to work on campus and their classroom is being used for childcare purposes. The District shall arrange alternate space for childcare programs during elementary conference weeks to allow teachers and parents to meet in their students' classrooms for conferences.

- In inclement weather (winds, fires, rain, etc.), the school might not be able to provide a workspace or the half-hour transition time for classroom use.

5. Supervision:

- Qualified childcare staff will be present at all times to supervise children and ensure their safety.
- Staff-to-child ratios will be maintained in accordance with District and State regulations.

6. Health and Hygiene:

- Classrooms will be cleaned and organized before leaving.

7. Access Control:

- Only authorized personnel will be allowed in the classroom during childcare hours.

8. Behavior Management:

- Positive behavior management techniques will be used to maintain a safe and respectful environment.
- Clear rules and expectations will be communicated to children attending the childcare program.

9. Communication:

- Regular communication between childcare staff and school administration will be maintained to address any safety concerns.

10. Duration:

- This agreement is effective from July 1, 2025 to June 30, 2026, unless terminated earlier by mutual consent of both parties with 30 calendar days' notice.

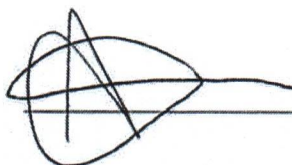
11. Termination:

- Either party may terminate this agreement with 30 days' written notice.

Signatures:

Sharon Cuseo 2/20/2026

Sharon Cuseo
Burbank Unified School District



2/20/2026

Sarah Schwartz
Burbank Teachers Association