

Tentative Agreement
2011 – 2012 LBUSD & TALB Reopener Negotiations

November 1, 2012

The Long Beach Unified School District and the Teachers Association of Long Beach have completed 2011-2012 reopener negotiations for the K-12 and CDC/Head Start bargaining unit members and, subject to ratification, have agreed to maintain the provisions of the current collective bargaining agreements, except as provided below:

1. **Article VI, Section B. Health and Welfare Benefits (K-12 and CDC/Head Start):** Agree to the following cost containment measures, effective January 1, 2013:
 - a. Change the pharmacy program for Blue Shield HMO from self-insured to the HMO pharmacy program. Co-pays for the Blue Shield HMO are currently at a three tier structure, as follows: \$5 generic, \$10 formulary, \$35 non-formulary. The co-pay is for a 30 day retail RX and the 90 day mail order RX. (cost containment value = \$700,000)
 - b. Change the emergency room co-pay for the Blue Shield HMO from \$25 to \$100. The fee is waived if the person is admitted to the hospital. (cost containment value = \$34,000)
 - c. Change the emergency room co-pay for the Kaiser plan from \$0 to \$100. The fee is waived if the person is admitted to the hospital. (cost containment value = \$289,000)
 - d. Change the office visit co-pay for the Kaiser plan from \$0 to \$5. (cost containment value = \$121,000)
 - e. Change the RX co-pay for the PPO plan from 2-tier (current) \$5 for generic and \$10 for formulary/non-formulary, to 3-tier \$0 for generic, \$20 for formulary, and \$50 for non-formulary. The co-pay is for a 30 day retail RX and the 90 day mail order RX. (cost containment value = \$300,000)
2. **Article VI, Section B. Health and Welfare Benefits (K-12 and CDC/Head Start):** The District agrees to offer employees medical health benefits that include at least one PPO and two HMO options. Specific providers, plans and plan designs shall be provided to employees annually prior to open enrollment.

Modifications to providers, plans, and plan designs shall be subject to recommendations by the Health Benefit Committee (HBC) and shall be subject to negotiations by the parties. Specific providers and plan designs will not be outlined in the Agreement although they will be subject to negotiations, and the contractual grievance procedures. (Supersedes Article VI, Section B.2a, b, and c except the first sentence of Section Article VI, B.2).

3. **Article VI, Section B.1 (add)(K-12 and CDC/Head Start):**

The 2013 District annual maximum contribution toward individual unit member insurance premiums for District medical plans for full time employees, employee plus one and family coverage shall be based on the 2013 District PPO rates as adjusted by the cost containment changes included in Section (1). The District's annual maximum contribution excludes District dental and vision insurance.

Beginning the 2014 insurance year (January 1, 2014), and each year thereafter, the District shall increase the prior year's District annual maximum contribution toward individual unit member insurance premiums for District medical plans for full-time employees, employee plus one and family coverage by 3.5%. In the event the elected coverage in a District insurance program exceeds the above stated District maximum annual contribution, the cost difference shall be paid by the unit member through payroll deduction. The Health Benefits committee shall actively work to limit increases greater than 3.5%, through plan design modifications, vendor selection, wellness programs, and member education. In the event that the combination of the annual PPO rate increase and/or cost containment results in premiums below the District maximum annual contribution described above, that difference will mitigate future rate increases.

4. The lowest cost District HMO medical plan offered unit members in any given insurance year shall not be subject to the District annual maximum contribution described in Section (3) above. In the event that the District anticipates that the premiums for the lowest cost District medical HMO plan may exceed the District annual maximum contribution as described in Section (3) above in the succeeding year, negotiations will automatically be initiated to address the excess cost during the next round of negotiations.
5. The above District annual maximum contribution shall be prorated for unit members working less than full-time.
6. All eligible unit members retiring from the District after August 31, 2013 shall receive the same District annual maximum contribution for District medical plans provided to active unit members. Eligible unit members who retire prior to the above date shall not be subject to the District's annual maximum contribution as described in Section (3) above.

7. The District shall apply any health benefit cost containment changes, including plan design changes, implemented for active employees to retirees.
8. **Article VI, Section F (K-12 and CDC/Head Start).** Establish joint TALB/LBUSD Health Benefits Committee :

The parties agree that it is of mutual interest to maintain affordable quality employee health care and address inflationary costs associated with health and welfare benefits. To that end, the parties agree to form an ongoing bargaining subcommittee to focus on health and welfare benefits (medical HMO's, PPO, dental, vision). The specific duties of the subcommittee shall include:

- a. Actively considering health and welfare benefit cost containment measures relating to District PPO, HMO, vision and dental insurance plans for recommendation to the parties. This includes, but is not limited to, co-payments and plan design modifications, active rate bidding by health care vendors/providers, alternative plans. It is the intent that the subcommittee shall use every reasonable effort to maintain the premiums for the lowest cost District HMO medical plan below the District annual maximum contribution described in Section (3) above.
- b. Membership education intended to fully maximize health benefits in a manner that encourages cost containment and quality health care (e.g., use of emergency room for non-emergency matters, use of generics, etc.).
- c. Ongoing data sharing regarding comparable costs and health plans with similar districts.
- d. Timelines for meetings consistent with making necessary recommendations for ongoing negotiations and health benefit renewal dates.
- e. Identifying an additional \$800,000 in cost containment and plan changes for TALB unit members for implementation no later than January 1, 2014. These cost containment changes will reduce the premiums for the affected plans beginning January 1, 2014 and are intended to mitigate individual unit member premium contributions as described in Section (3).

In addition, the parties agree the following shall apply to the operations of the committee:

- f) Committee representation shall be limited to a maximum of 4 representatives from each party. The parties shall utilize consultants and/or facilitators as mutually agreeable. Team members shall agree to joint training on labor-management facilitation, health benefit design, and how to assess benefit plans and look for cost savings while maintaining quality health care.

- g) Subject to state and or federal regulations, the parties agree that all data and communications regarding health and welfare benefit programs shall be shared openly between the parties, including discussions regarding bidding and renewals.

9. Article V, Section A.2.b, Section 1.1 (Head Start Work-Year):

- a. 2012/2013 Work Year: The work year shall be reduced by five (5) days thereby changing the Head Start teachers' work year from 193 to 188 days. The above reduction shall result in a proportionate reduction in salary. The salary reduction will be phased in beginning with QW 9. The reduced days shall be as follows: June 17, 18, 19, 20 and 21, 2013.
- b. 2013/14 Work Year: The work year shall be reduced by six (6) days from 188 to 182. The scheduling of the days shall be determined by the District in collaboration with the Association.
- c. The reduction in the Head Start work year is contingent upon Head Start teachers receiving full retirement service credit for one full year after application of the reduction work year.
- d. It is the intent of the District to maintain the Head Start program. However, if the District determines to eliminate the program, it shall provide reasonable prior notice to the affected unit members.

Barry Weber 11/1/12

For TALB

Date

W. Leung 11/1/2012

For District

Date

Contract Modifications Effective

January 25, 2008

New Agreed Upon Language
(Re-o)

ARTICLE IX

Safety Conditions of Employment

- A. The District shall be responsible for providing and maintaining buildings/facilities for unit members consistent with state health and safety regulations.
- B. Employees shall report potentially unsafe or existent unsafe conditions of the physical building/facility in writing to their immediate manager.
- C. The site manager or his/her designee shall investigate physical conditions at the site which are alleged in writing to be unsafe or hazardous. When the manager determines that an unsafe or hazardous physical condition exists, he/she shall take reasonable steps to temporarily prevent accidents and shall within forty-eight (48) hours also take action he/she deems necessary to correct the condition. Upon request, the unit member will be notified of the status of the repair.
- D. Employees shall be responsible for complying with published District safety standards applicable to each employee's job responsibility and for practicing basic safety measures. The District agrees to provide on-going opportunity for unit members to make suggestions and recommendations to the site manager affecting the safety of employees through site safety committees.
- E. When conditions constitute an obvious and immediate danger to the physical well-being of the employee and/or students for whom the employee is responsible, the employee shall immediately report the situation to the manager who in conjunction with the employee will render prudent and reasonable assistance in alleviating the problem.
- F. The District acknowledges the employee's statutory authority to exercise physical control of pupils as per Education Code, Section 44807, and to suspend pupils as per Education Code, Section 48900 et seq., and in compliance with District guidance and discipline codes.
- G. Employees shall immediately report serious threat of physical harm or cases of actual assault and/or battery suffered by them in connection with their employment to their immediate manager to submit the appropriate district form. All such reports shall be forwarded to the appropriate local police agency by the District in compliance with state law. If police action is desired by the employee, he/she must file a separate complaint. The District recommends that employees file such complaints with the police.
 1. As provided in Education Code, Section 44807, any certificated employee of a school district shall not be subject to criminal prosecution or criminal penalties for the exercise, during the performance of his/her duties, of the

ARTICLE IX – SAFETY CONDITIONS OF EMPLOYMENT (continued)

1 same degree of physical control over a pupil that a parent would be legally
2 privileged to exercise but which in no event shall exceed the amount of
3 physical control reasonably necessary to maintain order, protect property,
4 protect the health and safety of pupils and employees, or to maintain proper
5 and appropriate conditions conducive to learning.

6
7 2. As provided in Education Code, Section 35208 (2), the District shall insure
8 against the personal liability of the members of the Board and of the officers
9 and employees of the District for damage for death, injury to a person, or
10 damage or loss of property caused by negligent act or omission of the
11 member, officer, or employee when acting within the scope of his office of
12 employment.

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14 3. Any employee who has suffered physical or psychological harm due to threat
15 of or actual assault, when acting within the scope of employment, should
16 contact the Risk Management Branch for details of District-provided
17 assistance; i.e., workers' compensation benefits, EASE, liability insurance, or
18 other applicable benefits.

19
20 An employee who files a written report of injury or assault may either send a
21 copy of the report to TALB or, upon request, the District will forward a copy
22 to TALB.

23
24 H. The District agrees to meet the requirements of Education Code, Section 35208
25 relative to liability insurance and to communicate to employees on the subject within
26 the first four (4) weeks of each work year.

27
28 I. The District shall compensate a bargaining unit employee for loss or damage to
29 personal clothing or personal property as defined in Labor Code, section 3208,
30 arising from an accident while acting within the scope of his/her employment.
31 Claims for compensation must be submitted to the Chief Business and Financial
32 Officer on the appropriate form for approval.

33
34 1. The District shall provide for the reimbursement to employees for the loss or
35 destruction, or damage by arson, burglary or vandalism of personal property
36 used in the schools of the District, as follows:

37
38 a. Reimbursement shall be made only when approval for the use of the
39 personal property in the schools was given before the property was
40 brought to school and when the value of the property was agreed upon
41 by the employee bringing the property and the school administrator or
42 person appointed by the administrator for this purpose at the time the
43 approval for its use was given.

44
45 b. When granted, such approval and agreed-upon value shall be in
46 writing.

ARTICLE IX – SAFETY CONDITIONS OF EMPLOYMENT (continued)

- 1 c. Reimbursement for non-insured value shall be limited to a maximum
2 of \$200 per employee per year.
3
- 4 d. It is the employee's responsibility to provide reasonable precautions
5 and security for the approved item(s).
6
- 7 2. The District shall provide for the reimbursement of any employee's watch
8 and other jewelry that was damaged or destroyed as a result of an assault or
9 intervention in a fight while acting within the scope of employment.
10 Reimbursement will be limited to a maximum of \$200.
11
- 12 J. Written District guidance and discipline codes and due process provisions normally
13 will be distributed to and/or reviewed with employees at the first staff meeting of the
14 school year but no later than the end of the fourth week of the school year.
15 Employees shall be responsible for being familiar with these provisions, including
16 the appropriate application of due process for students.
17
- 18 K. When the site administrator has been officially notified that the court has authorized
19 the release of information and such release of information does not violate the legal
20 rights of the individual student, the teacher shall be informed of any student placed in
21 his/her class who has been convicted of a violent crime. The teacher is responsible
22 for maintaining such information in strict confidence.
23
- 24 **Pursuant to Education Code Section 49079, the District shall notify the teacher**
25 **of each pupil who, within the preceding three years, has engaged in acts which**
26 **violated any of the subdivisions of Education Code section 48900, except for** ✓
27 **subdivision (h), 48900.2, 48900.3, 48900.4 or 48900.7, or that the pupil is**
28 **reasonably suspected to have engaged in such acts; provided the District has**
29 **written records of such conduct which it either maintains in the ordinary course**
30 **of business or which it has received from law enforcement. Any information**
31 **received by the teacher under this section shall be maintained in confidence,**
32 **used only for the limited purpose for which it was provided and shall not be**
33 **further disseminated by the receiving teacher.**
- 34
- 35 L. The District agrees to make available to employees information on the specific
36 statutory provisions referred to in this Article.
37
- 38 M. Affected teachers shall be notified of extensive non-routine maintenance projects to
39 be conducted at the school site. It is the intent of the parties that these projects will
40 be scheduled to be as non-intrusive on the instructional program as is practical.
41
- 42 **Operations schedules tree trimming, grass cutting and using blowers; copies of** ✓
43 **such schedule shall be posted in locations accessible to Bargaining Unit**
44 **Members. [Note: Such schedules may be impacted by holidays, weather,**
45 **equipment and emergencies.]**
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ARTICLE IX – SAFETY CONDITIONS OF EMPLOYMENT (continued)

1 N. It is not the intent of the District to require any non-medical unit member to perform
2 specialized health care services; e.g., tracheotomy care, catheterization, insulin
3 injections. If the District contemplates a change with respect to this issue, the
4 District and Association shall meet and negotiate the conditions under which such
5 services shall be performed.
6

7 O. With the exception of temporary malfunctions, all existing classrooms will have a
8 working intraschool phone or intercom. New classrooms will have intraschool
9 phones or intercoms installed as quickly as possible but no later than twelve (12)
10 months after the classroom is utilized for instruction. During the period when no
11 phone or intercom has been installed, classroom teachers shall be provided with cell
12 phones within a reasonable time.
13

14 In those situations in which students are instructed in non-traditional interior areas,
15 the teacher will have access to some type of device to ensure emergency
16 communication with the school office.
17

18 P. While on District business, in the event an employee's vehicle is damaged as a result
19 of vandalism, the District will reimburse the employee for the insurance deductible
20 payment in an amount not to exceed \$500 per incident.
21

22 The above is contingent upon all of the following:
23

- 24 1. The employee secures a police report regarding the vehicular vandalism
25 within twenty-four (24) hours of the incident.
26
- 27 2. The damaged vehicle was parked at an appropriate location in a legal manner
28 on or near school district property while the employee was required to be
29 engaged in District business.
30
- 31 3. The employee provides the Risk Management Branch with evidence of the
32 amount of insurance deductible payment actually made by the employee to
33 his/her insurance company.
34

35 Q. **District Safety Committee: TALB may have the greater of three (3)**
36 **representatives on the committee or the number of representatives from any**
37 **non-certificated bargaining units(s). Release time will be provided for those**
38 **meetings scheduled during duty time.**
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ARTICLE XII

Evaluation Procedure

- A. **FREQUENCY.** Evaluation and assessment of the performance of employees shall be made on a continuing basis at least once each school year for temporary and probationary personnel and at least once every other year for employees with permanent status.

Effective with the 2008-09 school year, unit members with permanent status shall be evaluated at least every five (5) years if they have been employed by the district for ten (10) years or more and if the evaluator and the unit member consent to such time line. In order to be eligible for the five year cycle a unit member must be deemed to be "highly qualified" as defined in the No Child Left Behind Act (20 U.S.C. 7801) and his/her most recent evaluation must contain an overall rating of Satisfactory. For eligible unit members who do not teach in "core academic" subjects, qualification requirements shall be the same as for teachers of "core academic" subjects. For eligible unit members who are not classroom teachers the District and Association shall review and agree on appropriate comparable criteria.

Either the evaluator or the unit member may withdraw from this cycle at any time and such withdrawal shall not be subject to the grievance procedure. Upon request the evaluator will meet with the unit member to explain the reasons for withdrawal.

- B. **EVALUATOR.** The evaluator shall be the employee's immediate manager and/or another administrator designated by the manager, by the Superintendent, or by his designee.

- C. **DEADLINES.** It is agreed that deadlines specified in this Article, except for the date of the final evaluation, may be extended by the number of days the evaluatee or the evaluator is absent from the work site during the identified time periods. Any change in specified deadlines will be noted in writing by the evaluator along with reasons for the change in deadline.

- D. **NOTIFICATION OF EMPLOYEES.** Employees to be evaluated shall receive a copy of the evaluation procedures within four (4) weeks after the beginning of their school session work year, traditional or year-round calendar. Those employees will be advised of the evaluation policy, procedures, standards, and expectations by their evaluator no later than the end of the fifth school week.

Standardized test norms shall not be used for teacher evaluation. Personnel shall be judged on the District-adopted evaluation objectives and performance standards.

ARTICLE XII - EVALUATION PROCEDURE (continued)

Such objectives and standards shall be in writing and made available to the evaluatee prior to any period in which he/she is evaluated.

- E. **SETTING OF OBJECTIVES.** By the end of the sixth school week each evaluatee shall be responsible for proposing in writing to the evaluator specific objectives and standards to be achieved within areas of performance. The evaluator may propose and/or require additional objectives and standards for each evaluatee in accordance with the position and assignment. Employees will be advised if there is to be a specific area(s) of concentration.

Within the maximum of seven (7) weeks of the first working day of an assignment all objectives and performance standards shall be finalized, reduced to writing, and signed by the evaluator and evaluatee.

- F. **CONSTRAINTS.** When the total length of teaching experience, the length of duty at one site, the length of time in the assignment, or other factor is considered to be a constraint by the evaluator or the evaluatee, it may be so noted on the appropriate form. Employees, who due to the room utilization patterns on a year-round school schedule are limited in their ability to prepare the classroom prior to the arrival of students, are deemed to be working within constraints related to room environment and classroom management for a brief period of time at the beginning of each on-track assignment.

- G. **OBSERVATIONS.** Observations shall be both formal and informal. The number of formal observations shall routinely be three (3). With agreement of both evaluatee and evaluator the number may be reduced to two (2) or one (1) in cases of obviously satisfactory performance by **permanent** employees. Additional observations shall be conducted when deemed necessary by either the evaluatee or evaluator.

1. An observation shall be based upon one (1) or more of the following components: District goals and objectives, individual school/office goals and objectives, individual employee goals and objectives and performance assessment criteria.
2. Each formal observation will be followed by a conference which will take place within five (5) working days.
3. Formal observations will be summarized on an observation form with a copy given to the evaluatee within ten (10) working days after the observation.
4. Except by mutual agreement, formal observations shall not begin until after goals and objectives have been agreed upon. In the event that goals and objectives have not been agreed to, formal observations may begin following the seventh week of the school year.

ARTICLE XII - EVALUATION PROCEDURE (continued)

1 5. In the event of an **unsatisfactory** observation lesson analysis, the evaluatee
2 may request an additional formal observation conducted jointly by the
3 evaluator and another manager selected by **the evaluatee from a list of up to**
4 **five (5) managers selected by the District.** The second manager will be
5 credentialed/certified in the credential/subject/special services area of the
6 evaluatee's assignment. The subsequent conference and lesson analysis shall
7 be conducted/developed by both managers.
8

9 H. **EVALUATION.** An evaluation shall be reduced to writing and transmitted to the
10 employee no later than thirty (30) calendar days prior to the last school day for K-12
11 students as identified on the appropriate traditional or year-round school calendar.
12 The evaluator will hold a conference to review the written evaluation with the
13 employee at the time of the transmittal of the written evaluation. The evaluatee shall
14 sign the evaluation form signifying that he/she has read the form and shall be
15 provided the opportunity to prepare a written response which shall become a part of
16 the employee's permanent record. There shall be only one (1) final evaluation form
17 per year which shall become part of an employee's permanent file. This form may be
18 supported by documentation deemed appropriate by the site manager.
19

20 A joint committee consisting of five (5) unit members appointed by TALB and
21 five (5) administrators shall be convened to review and revise final evaluation
22 forms and lesson analysis forms; the final evaluation forms shall conform to and
23 reflect State Standards and the Lesson Analysis forms shall correlate to the final
24 evaluation forms; if the Committee deems it appropriate they may also make
25 recommendations concerning forms for those participating in "Action
26 Research." The forms shall be submitted to the bargaining teams for final
27 negotiation. If meetings are scheduled during the work day the unit members
28 shall be provided released time; if the meetings are scheduled for times after the
29 work day the unit members shall be paid their regular hourly rate.
30

31 I. **IMPROVEMENT OF LESS THAN SATISFACTORY PERFORMANCE.** No
32 assessment of "unsatisfactory" or "needs to improve" shall be introduced on an
33 evaluatee's evaluation form which has not been first formally called to his/her
34 attention in a written report. Time shall be allowed, when practicable, from the date
35 of the written report where the deficiency is first noted and the date of the next
36 evaluation when the deficiency is formally cited to allow for correction of said
37 deficiencies. Upon formally citing a condition(s) of less-than-satisfactory
38 performance, the evaluator shall thereafter confer with the evaluatee and during the
39 conference make specific recommendations as to areas of improvement in the
40 evaluatee's performance. In the case of instructional deficiencies, the evaluator will
41 offer direct assistance and/or additional resources as the evaluator deems appropriate
42 to implement the specific recommendations.
43

44 Nothing in this Section shall be interpreted as limiting the ability of the District to
45 take immediate action in the case of an extremely serious or egregious circumstance
46 as identified in Education Code, Section 44932.

ARTICLE XII - EVALUATION PROCEDURE (continued)

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2 J. **PERSONNEL FILE.** Each employee shall have the right, by appointment, to
3 review the contents of his/her personnel file. Such appointment will normally be
4 scheduled within five (5) working days of the request, except that during unusually
5 concentrated work periods, it may be postponed with the approval of the Assistant
6 Superintendent, Human Resource Services. **Unit members may obtain copies of**
7 **materials in their personnel files and be charged the same rate per page as the**
8 **District charges the general public.¹ Such materials shall not include those**
9 **excluded from disclosure under Education Code Section 44031; normally such**
10 **materials will be provided within ten (10) working days of the request. A**
11 **representative of the Association at the teacher's request may accompany the teacher**
12 **in this review. Such review by the employee shall be permitted twice per year before**
13 **or at the end of the duty day when instructional duties have been completed.**

14
15 Negative or derogatory materials will be processed in accordance with Education
16 Code, Section 44031, which states that information of a derogatory nature shall not
17 be entered or filed unless and until the employee is given notice and an opportunity
18 to review and comment thereon. An employee shall have the right to enter, and have
19 attached to any such derogatory statement, his own comments thereon.
20

21 K. **GRIEVABILITY.** Any grievance arising out of the foregoing procedures shall be
22 limited to a claim that the procedure has been violated.
23

24 L. **PARENT/GUARDIAN COMPLAINT.** When a parent or guardian complaint
25 regarding an employee filed pursuant to Education Code, Section 35160.5 is
26 terminated at any level or is not sustained by the Board of Education, the Board shall
27 direct that all written documentation relating to the complaint be destroyed pursuant
28 to procedures provided for in Title V of the California Administrative Code.
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45 ¹ As of December 13, 2007 the rate is twenty-five cents (\$0.25) per page.

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APPENDIX B

Salaries

Salary:

All salary schedules except for N shall be increased by 4.53% effective July 1, 2007; retroactivity shall apply only to unit members on the payroll as of the close of business January 25, 2008.

Stipend Agreement: All salary schedules, including Schedule S, are subject to salary increase except Schedule N. Schedule N will be increased per proposal in so far as it applies to regular contract teachers except that in Schedule N and elsewhere, all hourly stipends tied to Schedule N will increase 10% effective 7/1/06.

Compensation for Bilingual and Special Education Additional Assignments.

Each year for the duration of this Agreement, the District will commit \$300,000 for the purpose of compensating bilingual and special education teachers for additional assignments directly related to their area of specialization. To be eligible for this compensation teachers will:

- Hold either a Bilingual Crosscultural Language and Academic Development (BCLAD) or Special Education credential; and
- Have a current teaching assignment which requires such credential; and receive prior site and **PALMS/Special Education Office authorization** for additional assignment to accomplish specified tasks beyond their regular workday/work year.

Additional assignment as described above will be compensated per Schedule P and will be limited to \$1,000 per eligible employee per year.

Department Head – Additional Amount

All department heads will be compensated based upon the teacher periods of instruction within the department.

APPENDIX B – SALARIES (continued)

PROVISIONS FOR ADMINISTRATION OF SALARY SCHEDULES

A. REQUIREMENTS RELATIVE TO INITIAL PLACEMENT ON SALARY SCHEDULES:

1. Teaching Experience:

a. As authorized by Education Code, Section 45028, teachers are allowed credit for previous satisfactory K-12 credentialed teaching experience up to the maximum step on the appropriate column on the salary schedule, excluding career increments. For purposes of this Section, a total school year is defined as a period from the first day of the professional assignment through the final day of the regular professional assignment. If a teacher has served under contract for fifty (50) percent or more of the total school year or a full semester; has worked as a substitute teacher for one hundred thirty-five (135) days in one (1) school year; or has a combined service of one hundred thirty-five (135) days in one (1) school year under contract as a substitute or hourly teacher, credit will be given for one (1) year of experience.

b. **Adjustment for Previous Experience.** Official Verification of satisfactory K-12 credentialed teaching experience must be provided within the first three years of employment with the District. If an employee is hired by September 1 of the first year of employment, verification must be received in Human Resource Services by November 1 and salary schedule placement adjustment is retroactive to the beginning of that fiscal year. If verification is received after November 1, salary schedule placement adjustment will be effective the following pay period.

If an employee is hired after September 1 of the first year of employment, verification must be received in Human Resource Services within sixty (60) days of initial date of employment and salary placement adjustment is retroactive to the initial date of employment.

c. **Career Increments.** An employee who has not previously been employed by the District in a certificated assignment who has five or more years of previous teaching experience as defined in this Appendix will be granted exactly five years of credit toward attainment of the twenty and twenty-five year career increments. The maximum of five years of credit will be granted regardless of which step the new employee has attained on the salary schedule. In addition to the maximum credit, an employee who has been previously employed by the District and who returns to a certificated

APPENDIX B – SALARIES (continued)

assignment in the District shall be granted credit toward attainment of career increments only for those years of service served previously in the employ of the District.

2. **Experience Other Than Teaching:**

- a. In evaluating an applicant's experience other than teaching, the District may allow a maximum of four (4) steps on the salary schedule when this experience will contribute directly to the effectiveness of the major assignment for which the applicant is being considered. Two (2) years of experience under this provision are evaluated as equal to one (1) step on the salary schedule. This experience cannot be concurrent with credit for teaching experience, but part-time work experience might be combined with part-time teaching. Verification of not less than eleven (11) months of consecutive work of not less than twenty (20) hours per week may be computed as the equivalent of one (1) year toward the two-for-one requirement for work experience credit. In computing work experience on more than one (1) job, any interruption of service beyond one (1) month shall break the consecutive requirement, unless the prospective employee returns to the same position, with the same employer, within six (6) months without having been gainfully employed by another employer during that time. Partial years of credit are not additive.
- b. Nurses, school librarians, and speech/language teachers are given one (1) year of credit for one (1) year of full-time work experience in a non-school setting as a nurse or as a librarian, or as a licensed/certified speech/language pathologist up to a maximum of four (4) years per Section 2.a. above.
- c. In addition to the current rules for salary schedule placement purposes, for purposes of initial placement on the salary schedule, qualified speech/language/pathologists/specialists hired on or after July 1, 2006 to work in speech and language positions shall be allowed one step on the salary schedule for each year of verified work experience as a speech/language/pathologist/specialist in a non-school setting.
- d. **Military Service.** Military Service is credited as prior teaching experience only if the applicant actually taught while in the service in the field for which he/she is to be employed.
- e. Adjustment for previous experience official verification of service described in A.2.b. and A.2.c. of the Appendix must be provided within the first three years of employment with the District. If an

APPENDIX B – SALARIES (continued)

employee is hired by September 1 of the first year of employment, verification must be received in Human Resource Services by November 1 and salary schedule placement adjustment is retroactive to the beginning of that fiscal year. If verification is received after November 1, salary schedule placement adjustment will be effective the following pay period.

If an employee is hired after September 1 of the first year of employment, verification must be received in Human Resource Services within sixty (60) days of initial date of employment and salary placement adjustment is retroactive to the initial date of employment.

3. **Tentative Salary Placement.** Applicants who are considered favorably are asked to sign a statement relative to tentative salary placement that is mutually agreeable at the time of employment. Signing the “Tentative Salary Placement” form indicates that the tentative salary stated thereon is mutually agreeable.

Additional official, verified salary information presented by November 1 or sixty (60) calendar days after the initial date of employment which might indicate a need for change will be considered. If a salary change is warranted, the adjustment will be retroactive to the first day of paid service in the school year in which the official, verified information is received.

4. **Salary Schedule Placement:**

- a. Certificated employees who are given a contract are placed initially on the salary schedule in accordance with training completed at an accredited college or university before the first day of their contract year. If verification is received after the first day of their contract year, salary placement adjustment will be effective the following pay period.

- b. A teacher employed by the Long Beach Unified School District is placed on a step of the salary schedule in accordance with his/her experience. A teacher is advanced year by year, until reaching the maximum step on the schedule, provided he/she is under contract a sufficient number of days each year and qualifies for advancement.

c. **Beginning Teacher Salary Incentive Program.**

Since 1999 the District has participated in the Beginning Teacher Salary Incentive Program. District participation is contingent on the continuation of special State funding to support this program. As a result of continuing District participation, K-12 teachers holding a

APPENDIX B – SALARIES (continued)

valid California credential and assigned to specific schedules, columns, and steps listed below shall be compensated at an annual rate of pay greater than that provided to new employees who do not hold a valid California credential.

Schedule A3

Column 211, Steps A, B, C, D

Column 212, Steps A, B, C

Column 213, Steps A, B

Column 214, Step A

Schedule A4

Column 711, Steps A, B, C, D

Column 712, Steps A, B, C

Column 713, Steps A, B

Column 714, Step A

Schedule B3

Column 221, Steps A, B, C, D

Column 222, Steps A, B, C

Column 223, Steps A, B

Column 224, Step A

Schedule B4

Column 721, Steps A, B, C, D

Column 722, Steps A, B, C

Column 723, Steps A, B

Column 724, Step A

B. CREDIT ON THE SALARY SCHEDULE FOR ADVANCED WORK:

1. All college or university credit shall be from an accredited institution.
2. Placement on Column 012 or 022 is dependent on verification of twenty-eight (28) semester hours of upper division or graduate work beyond the Bachelor's Degree. Extra units earned prior to receiving the Bachelor's Degree shall not be accepted for placement on the scale of one (1) year above the Bachelor's Degree unless the extra units are of graduate standing, were not counted for the Bachelor's Degree, and are so indicated on the transcript.
3. Placement on Column 013 or 023 is dependent on (a) verification of fifty-six (56) semester hours of upper division or graduate work beyond the Bachelor's Degree or (b) verification of a Master's Degree.

APPENDIX B – SALARIES (continued)

- 1 4. Placement on Column 014 or 024 is dependent on (a) verification of fifty-
2 six (56) semester hours of upper division or graduate work beyond the
3 Bachelor's Degree plus the Master's Degree or (b) verification of a
4 Master's Degree plus twenty-eight (28) semester hours of upper division or
5 graduate work taken after the completion of the Master's Degree.
6
- 7 5. Placement on Column 016 or 026 is dependent on (a) verification of
8 seventy-five (75) semester hours of upper division or graduate work beyond
9 the Bachelor's Degree plus the Master's Degree or (b) verification of a
10 Master's Degree plus forty-five (45) semester hours of upper division or
11 graduate work taken after completion of the Master's Degree; or, (c) an
12 earned Ph.D/Ed.D. degree. Other earned doctoral degrees may be
13 considered when directly applicable to the initial/current assignment of the
14 employee. No credit will be given for an Honorary Degree.
15
- 16 6. Beginning with the 2006/07 school year, full credentialed DIS
17 speech/language/pathologists/specialists shall be paid an additional five
18 percent (5%) annually (pro-rated over QWs) so long as they remain
19 assigned as a speech/language/pathologist/specialist. The stipend does not
20 apply to waiver or to a provisional or emergency credential.
21
- 22 7. The following equivalents will be granted for salary purposes:
23
- 24 a. Equivalent to a Bachelor's Degree:
25 (1) P.H.N. held by nurses;
26 (2) R.N. plus a Bachelor's Degree held by nurses;
27 (3) Designated Subjects Credential with specialization in
28 Vocational Trade and Technical Teaching, full-time;
29 (4) Designated Subjects – Vocational Trade and Technical,
30 preliminary;
31 (5) Assignment in a qualified Vocational Education Program
32 for not less than forty (40) percent time is required for those
33 qualifying under (3) and (4).
34
- 35 b. Equivalent to one (1) year above a Bachelor's Degree:
36 (1) Bachelor's Degree plus P.H.N. held by nurses;
37 (2) Bachelor's Degree plus a Bachelor's Degree in Library
38 Science (regardless of the number of units) held by
39 librarians;
40 (3) Designated Subjects Credential with specialization in
41 Vocational Trade and Technical Teaching, full-time, plus
42 twenty-two (22) units cleared, or Associate Degree or sixty
43 (60) units equivalent, not cleared;
44 (4) Designated Subjects – Vocational Trade and Technical,
45 preliminary, plus twenty-two (22) units cleared;
46

APPENDIX B – SALARIES (continued)

- 1 (5) Assignment in a qualified Vocational Educational Program
- 2 for not less than forty (40) percent time is required for those
- 3 qualifying under (3) and (4).
- 4
- 5 c. Equivalent to a Master's Degree:
- 6 (1) Bachelor's Degree plus a year of an approved Library School
- 7 Program which entails not less than twenty-eight (28) units
- 8 of graduate work for librarians;
- 9 (2) Bachelor's Degree plus twenty-eight (28) units including a
- 10 P.H.N. held by nurses;
- 11 (3) Five (5) year (twenty-eight [28] units required) or Life
- 12 Vocational Arts Class A Credential;
- 13 (4) Standard Designated Subjects Credential with specialization
- 14 in Vocational Trade and Technical Teaching, full time clear;
- 15 (5) Ryan Designated Subject – Vocational Trade and Technical,
- 16 clear;
- 17 (6) Assignment in a qualified Vocational Education Program for
- 18 not less than forty (40) percent time is required for (3), (4),
- 19 and (5).
- 20
- 21 d. Equivalent to one (1) year above a Master's Degree:
- 22 (1) Bachelor's Degree plus fifty-six (56) semester hours
- 23 including a year of an approved Library School Program
- 24 which entails not less than twenty-eight (28) units of
- 25 graduate work for librarians;
- 26 (2) Bachelor's Degree plus fifty-six (56) semester units
- 27 including P.H.N. for nurses;
- 28 (3) Five (5) year (twenty-eight [28] units required) or Life
- 29 Vocational Arts Class A Credential plus a Bachelor's
- 30 Degree;
- 31 (4) Five (5) year (twenty-eight [28] units required) or Life
- 32 Vocational Arts Class B Credential;
- 33 (5) Standard Designated Subjects Credential with specialization
- 34 in Vocational Trade and Technical Teaching, full time Life;
- 35 (6) Ryan designated Subjects – Vocational Trade and Technical,
- 36 Life;
- 37 (7) Assignment in a qualified Vocational Education Program for
- 38 not less than forty (40) percent time is required for those
- 39 qualifying under (3), (4), (5), and (6).
- 40
- 41 e. No equivalent shall be granted for two (2) years above a Master's
- 42 Degree except for a J.D. (juris doctorate) earned from an institution
- 43 accredited by the American Bar, that is applicable to the present
- 44 assignment of the employee as determined by Human Resource
- 45 Services.
- 46

APPENDIX B – SALARIES (continued)

f. Equivalent to a Ph.D. or Ed.D. Degree:
Other earned doctoral degrees may be considered when applicable to the present assignment of the employee as determined by HRS.

8. It is the responsibility of the employee to submit official transcripts to Human Resource Services by November 1 in order to advance on the salary schedule and receive salary schedule placement retroactive to the beginning of that fiscal year. If verification is received after November 1, salary schedule placement adjustment will be effective the following pay period. The date shown on the transcript indicating conferral of a degree or completion of coursework will be considered the official date of conferral/completion.

9. An employee who is on a leave of absence may take a full academic course load of advanced work at an accredited college or university. These courses shall be acceptable for salary credit at the time the employee returns from leave.

10. Travel in the United States or in foreign lands is not credited for advancement unless credit for the travel has been granted by a college or university recognized by the California State Department of Education.

11. After the Bachelor's Degree, courses for upgrading on the salary schedule must be of upper division or graduate standing. After election to the District and after the Bachelor's Degree, exceptions may be made for prior-approved lower division transfer credit courses and post-baccalaureate professional courses provided they are related to the present assignment of the employee. The granting of salary credit to any employee for such courses will be limited to a maximum of nine (9) semester hours during the entire time of the employee's service with the District. Request for exceptions must be received by Human Resource Services prior to the first day of attendance in the course and be approved by the Assistant Superintendent, Human Resource Services, following review by the Educational Mission: Innovation Advancement Committee (EM:IAC)

Denials of salary credit under the provisions of this Section may be appealed by the individual employee to Human Resource Services. Appeals shall be reviewed by the Educational Mission: Innovation Advancement Committee (EM:IAC) who shall recommend appropriate action to the Assistant Superintendent, Human Resource Services.

12. Exceptions to the requirement that all course work units must be taken at an accredited college or university may be made by action of the Educational Mission: Innovation Advancement Committee (EM:IAC) with the approval of the Assistant Superintendent, Human Resource Services. This committee is empowered to grant credit on the salary schedule for successful

APPENDIX B – SALARIES (continued)

1 completion of in-service courses offered by the Long Beach Unified
2 School District which (a) involve attendance at sessions equivalent in
3 time to college or university courses at the same unit value, (b) involve
4 participation and related work equivalent to that required in college or
5 university courses of the same unit value, (c) provide needed in-service
6 opportunities not otherwise readily available, and (d) are found by the
7 committee to be in the best interest of the instructional program of the
8 District.
9

10 C. **SALARY INCREMENTS:**
11

- 12 1. Increments are granted to certificated employees who have been
13 compensated for fifty (50) percent or more of the one hundred eighty-two
14 (182) day school year under contract or who have combined service of one
15 hundred thirty-five (135) days in one (1) school year under contract and as a
16 substitute teacher. Any exception to this policy requires specific approval
17 of the Board of Education.
18
- 19 2. An employee who at the time of resignation was classified as permanent
20 and who is re-employed under contract within thirty-nine (39) months after
21 the last day of service, shall be classified as and restored to all rights of a
22 permanent employee, except as specifically limited by law.
23
- 24 3. A certificated employee who has a leave of absence (a) to serve as a
25 member of the Peace Corps outside the United States, the Domestic Peace
26 Corps (Volunteers in Service to America), or the Job Corps; (b) to teach in a
27 foreign country; or (c) to take advanced professional and academic training
28 is entitled to an increment the same as though he/she had been regularly
29 employed. To receive such increment, the service or study during the
30 period of leave must be verified. In order to qualify for the increment
31 following a leave of absence for advanced professional and academic
32 training, an employee shall verify that he/she undertook a full load as
33 defined by the institution attended. A transcript of work taken and grades
34 earned shall be filed within sixty (60) days of returning to duty. If
35 verification is received after sixty (60) days, salary schedule placement
36 adjustment will be effective the following pay period.
37
- 38 4. A certificated employee who is granted a military leave is entitled to such
39 increment as would have been received had the employee remained in
40 active service with the school district.
41

42 D. **ADDITIONAL EMPLOYMENT BEYOND THE CONTRACT POSITION:**
43

- 44 1. Employees in full-time contract positions shall not, during the period of
45 time covered by the contract, engage in other gainful occupations which
46 impair the efficiency and character of the school service rendered.

APPENDIX B – SALARIES (continued)

E. **OCCASIONAL PROJECTS – CURRICULUM WRITING:**

1. **During School Time.** Teachers will be released from their school assignment and scheduled for six-hour work days. Substitute teachers will be provided.
2. **During Vacation Time.** Teachers serving as curriculum planners and writers will be employed for a maximum of six hours per day and paid per hour at their regular contract daily salary rates divided by eight (8).
3. **Individual Writing Projects.** When an individual is able and willing to prepare a curriculum guide on one's own time during off-duty hours, that person may be elected to receive a lump sum honorarium or extra compensation for additional duties. Such extra compensation will vary with the magnitude of the projects.

F. **OCCASIONAL PROJECTS – IN-SERVICE:**

1. When a stipend is paid for participation in an in-service activity, the hourly rate (\$25.34) shall be increased for the duration of this agreement by the blended average of 2.25% which represents the salary adjustment that is retroactive to the beginning of the current fiscal year (July 1).

The only exception to this standard rate will be a specified in-service participation rate which is mandated by an agency other than the LBUSD as part of an approved grant or other specially funded program.
2. When a stipend is paid for serving as a presenter outside of the workday at an inservice activity, the rate is currently \$43.05 per hour or the regular hourly rate, whichever is higher. This rate includes documented and pre-approved preparation time outside of the workday for the planning of new presentations. This planning time shall also be paid at the same rate.

The only exception to this standard rate will be a specified presenter rate which is mandated by an agency other than the LBUSD as part of an approved grant or other specially funded program.

The hourly presenter rate will be adjusted by the same percentage as the average negotiated salary increase.
3. There is no obligation to offer a stipend for participation in or presentation of an in-service activity.
4. A stipend cannot be provided to participants or presenters for an in-service activity held during the regular duty day as described in Article V, Section A. of the K-12 Teachers Contract.

APPENDIX B – SALARIES (continued)

- 1 5. Except as specified in Article XIV of the K-12 Teachers Contract,
2 participants cannot receive both a stipend and salary credit for the same in-
3 service activity. (See Appendix B., Section B.12. and 13.)
4

5 **G. REGULATIONS GOVERNING PAYMENT FOR ADDITIONAL**
6 **ASSIGNMENTS:**
7

- 8 1. Compensation for extracurricular assignments is based on the level of
9 responsibility involved and the time commitment the employee must make
10 to assure the successful participation of students. Compensation is provided
11 in the form of a stipend paid on a quarterly basis during and occasionally
12 subsequent to the conclusion of the activity for which the employee is
13 providing instruction, direction, and/or coaching. Specific stipend amounts
14 are provided in Salary Schedule S which is distributed under separate cover.
15
16 2. In those sports where the team or individual team members advance to
17 championship post-season CIF competition, all employees providing
18 instruction, direction, and/or coaching shall be paid at a daily rate set up to
19 and including the last day of student participation. In certain sports, post-
20 season competition may require the continued participation of students
21 under the direction/supervision of the band director and/or the drill team
22 and pepster advisors. Daily rates for employees providing instruction,
23 direction, and/or coaching during periods of CIF post-season competition
24 are also provided in Schedule S.
25
26 3. The newspaper sponsor shall be paid .10 of the annual stipend listed in
27 Schedule S per issue not to exceed the total amount of that annual stipend.
28
29 4. When a certificated employee accepts an additional compensation
30 assignment, it is not intended that the assignment should be a bar to
31 accepting from the school district additional hourly employment. Earnings
32 from the employment in excess of his/her contract must not be greater than
33 he/she would have received at the maximum hourly rate for the year at the
34 maximum number of hours permitted (six [6] hours per week); further, the
35 additional employment must not interfere with regular contract duties and
36 must bear the approval of the principal. (School district work on Saturdays
37 and on vacation days is excluded.)
38
39 5. Payment of compensation is to be made on a quarterly basis during or
40 subsequent to the period in which the activity is in progress.
41
42 6. In cases of absences for a few days only, the work for which additional
43 compensation is being paid will await the return of the regular teacher,
44 except for the middle school playground program. In cases of lengthy
45 absences, where it becomes necessary for a replacement service employee
46 to carry on those duties for which additional compensation is allowed, the

APPENDIX B – SALARIES (continued)

1 replacement service employee shall be paid an amount which bears the
2 same ratio to the total amount allowed for the activity as the number of
3 school days the replacement service employee worked bears to the total
4 number of days listed to do the job.
5

6 The following formula shall be used in computing the pay for a replacement
7 service employee who has performed those duties for which the regular
8 teacher would have received additional compensation:
9

10 Number of days worked as a replacement service employee
11 **divided by**
12 Number of additional assignment days for which regular employee is compensated
13 **multiplied by**
14 Total compensation for the specific additional assignment
15 **equals**
16 Pay for this assignment to replacement service employee
17

18 Whenever the replacement service employee has earned this additional pay,
19 it shall be included in the monthly payroll, rather than being allowed to
20 accumulate. At the end of each activity, the amount paid the substitute shall
21 be deducted from the amount set up for that activity.
22
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Contract Modifications Effective

May 21, 2009

**Long Beach Unified School District
TALB Negotiations**

**Tentative Agreement
May 21, 2009**

The Long Beach Unified School District and the Teachers Association of Long Beach (TALB) have completed negotiations for the 2008-2009 school year for K-12 and CDC/Head Start bargaining unit members and have agreed to maintain the provisions of the current certificated collective bargaining agreements, except as provided below:

1. **Term:** July 1, 2008 through June 30, 2009.
2. **Electronic Copies of Collective Bargaining Agreements:** The District will provide TALB with a read/write electronic copy and a read only copy of the K-12 and CDC/Head Start Agreements.
3. **CDC/Head Start Appendix B-Salaries:** Tentative Agreement as attached.
4. **CDC/Head Start Article II, B, Recognition of Exclusive Representative:** Tentative Agreement as attached.
5. **CDC/Head Start Article X, Class Size:** Tentative Agreement as attached.
6. **K-12, CDC/Head Start Article VI, Compensation:** Tentative Agreement as attached.
7. **CDC/Head Start, Article VIII, Transfers:** Tentative Agreement as attached.
8. **Calendar:** The parties will meet for the purpose of reaching an agreement on K-12 (2011/2012-2013/2014), CDC (2010/2011-2013/2014), and Head Start (2010/2011-2013/2014) calendars by November 1, 2009.

Barry Hirsch
TALB

5/21/2009
Date

Hebra Young
District

5/21/2009
Date

Tentative Agreement

District Initial Proposal
To CDC/Head Start
December 11, 2008

To TALB
12/11/08

Agree as
submitted
12/11/08

APPENDIX B (First Half)

Salaries

Salary – 2005-2007:

2005-06: 4% retroactive to July 1, 2005; increase career increment at 15th year to \$1,500, 25th to \$1,500, and add 30th year increment to \$1,500.

2006-07: 6% increase on all salary schedules (excludes longevity).

2007-08: reopen salary and 3 articles each.

PROVISIONS FOR ADMINISTRATION OF CDC/HEAD START SALARY SCHEDULES

A. REQUIREMENTS RELATIVE TO INITIAL PLACEMENT ON SALARY SCHEDULES:

1. Teachers in Child Development Centers **and Head Start** must hold a valid Children's Centers **Instruction or Child Development Center** Permit; or in lieu of the permit, a Standard Teaching Credential deemed by the Commission on Teacher Preparation and Licensing to be equivalent to the Children's Centers Permit.
2. **Teaching Experience.** As authorized by Education Code, Section 45028, teachers in Child Development Centers **and Head Start** not previously employed by the District as a teacher during the five (5) years (60 calendar months) prior to the date of hire are allowed credit for previous satisfactory teaching experience up to the maximum step on the appropriate column on the salary schedule. If a teacher has served under contract for fifty (50) percent or more of the total work year; has worked as a substitute teacher for one hundred thirty-five (135) days in one (1) work year; or has combined service of one hundred thirty-five (135) days in one (1) work year under contract and as a substitute or hourly teacher, credit will be given for one (1) year of experience. "Day" shall be defined as actual days worked and shall not include sick days or other days of leave/holidays.
3. **Experience Other Than Teaching.** In evaluating an applicant's experience other than teaching, the District may allow a maximum of four (4) steps on the salary schedule when this experience will contribute directly to the effectiveness of the major assignment for which the applicant is being considered. Two (2) years of experience under this provision are evaluated

as equal to one (1) step on the salary schedule. This experience cannot be concurrent with credit for teaching experience, but part-time work experience might be combined with part-time teaching. Verification of not less than eleven (11) months of consecutive work of not less than twenty (20) hours per week may be computed as the equivalent of one (1) year toward the two-for-one requirement for work experience credit. In computing work experience on more than one (1) job, any interruption of service beyond one

(1) month shall break the consecutive requirement, unless the prospective employee returns to the same position, with the same employer, within six (6) months without having been gainfully employed by another employer during that time.

4. **Military Service.** Military Service is credited as prior teaching experience only if the applicant actually taught while in the service in the field for which she/he is to be employed.
5. **Notice of Employment Tentative Salary Placement.** Applicants who are considered favorably are asked to sign a statement relative to **tentative** salary placement that is mutually agreeable at the time of employment. Signing the "~~Notice of Employment~~ **Tentative Salary Placement**" form indicates that the salary stated thereon is mutually agreeable.

Additional **qualifying official verified** salary information presented **on or before November 1** or within sixty (60) calendar days after initial date of employment which might indicate a need for change will be considered. **If a salary change is warranted, the adjustment will be retroactive to the first duty day of paid service in the school year in which the official verified information is received.**

6. **Salary Schedule Placement:**
 - a. Certificated employees who are given a contract are placed initially on the salary schedule in accordance with training completed at an accredited college or university before the first day of their contract year and verified within sixty (60) days after initial date of employment.
 - b. A teacher employed by the Long Beach Unified School District is placed on a step of the salary schedule in accordance with his/her experience. A teacher is advanced year by year until reaching the maximum step on the schedule, provided he/she is under contract a sufficient number of days each year and qualified for advancement.

B. CREDIT ON THE SALARY SCHEDULE FOR ADVANCED WORK:

1. All college or university credit shall be from an accredited institution.

2. Placement on Column 302, ~~502~~, 124, 312, or 334 is dependent on verification of ninety (90) or more units; all units above sixty (60) to be upper division and taken at a four-year college or university.
3. Placement on Column 303, ~~503~~, 125, 313, 317, 323, or 335 is dependent on verification of a Bachelor's degree.

As of April 24, 2005, placement on columns 306, 316 (E3), 315, 319, 325, or 336, ~~or 504~~ is dependent on verification of twenty-eight (28) semester hours of upper division or graduate work beyond the Bachelor's Degree. Extra units earned prior to receiving the Bachelor's Degree shall not be accepted for placement on the scale on one (1) year above the Bachelor's Degree unless extra units are of graduate standing, were not counted for the Bachelor's Degree, and are so indicated on the transcript.

4. ~~Responsibility for reporting advanced work by deadlines rests with the certificated employee. One amendment to the original report of advanced work may be made within thirty (30) days after the reporting deadline. A tentative change in salary placement will be made contingent upon official verification of work completed being presented to the Child Development Centers Director. When an employee has been advanced on the salary schedule in anticipation of work to be completed, advancement is conditional upon subsequent official verification by November 1.~~

It is the responsibility of the employee to submit official sealed transcripts to the appropriate office by November 1 in order to advance on the salary schedule and receive salary schedule placement retroactive to the first duty day of that contract year, for coursework and degrees earned prior to September 15. If verification is received after November 1, or for coursework or degrees completed after September 15, salary schedule placement adjustment will be granted for completed units and/or conferred degrees effective the pay period following receipt of the official transcripts.

The appropriate office for submission of official sealed transcripts will be the following:

CDC teachers must submit their official sealed transcripts to the CDC Office.

Head Start teachers must submit their official sealed transcripts to Human Resource Services.

5. An employee must complete all requirements prior to the first day of the contract year in order to qualify for placement on a higher salary scale. The

date shown on the transcript indicating conferral of the degree will be considered the official date for this placement.

6. Sixteen (16) semester hours (or twenty-four [24] quarter hours) of advanced work taken at an accredited university or college is the maximum allowance of credit in any one (1) ten (10) month contract year (between first and last day of employee's contract year) for placement on the salary schedule. Eighteen (18) semester hours (or twenty-seven [27] quarter hours) of advanced work taken at an accredited university or college is the maximum allowance of credit in any one (1) twelve (12) month contract year for placement on the salary schedule.
7. Travel in the United States or in foreign lands is not credited for advancement unless credit for the travel has been granted by a college or university recognized by the California State Department of Education.
8. After the Bachelor's Degree, courses for upgrading on the salary schedule must be of upper division or graduate standing. After election to the District and after the Bachelor's Degree, exceptions may be made for prior approved lower division transfer credit courses and post baccalaureate professional courses provided they are related to the present assignment of the employee. The granting of salary credit to any employee for such lower division courses will be limited to a maximum of nine (9) semester hours during the entire time of the employee's service with the District. Requests for exceptions must be received by the Director of Child Development Centers or the Director of Head Start Programs, depending on the program in which the bargaining unit member is employed. Receipt of such requests must be prior to the first day of attendance in the course and be approved by a District committee. The Association currently appoints four (4) bargaining unit member to this committee.
9. Exceptions to the requirement that all course work (units) must be taken at an accredited college or university may be made by recommendation of the Educational Mission: Innovation Advancement Committee (EM:IAC) and the approval of the Assistant Superintendent of Human Resource Services.

This committee is empowered to recommend the granting of credit on the salary schedule for successful completion of in-service courses offered by the Long Beach Unified School District which (a) involve attendance at sessions equivalent in time to college or university courses at the same unit value; (b) involve participation and related work equivalent to that required in college or university courses of the same unit value; (c) provide needed in-service opportunities not otherwise readily available; and (d) are found by the committee to be in the best interest of the instructional program of the District. The Assistant Superintendent, Human Resource Services, has final approval authority relative to the granting of salary credit.

5/21/09 Nubia Chung, District
1 1 D 1 1 1 1 T.D.

Tentative Agreement
Between LBUSD and TALB
CDC/Head Start
November 24, 2008

ARTICLE II

Recognition of Exclusive Representative

- A. **ASSOCIATION RECOGNIZED:** The District recognizes the Association as the sole and exclusive bargaining agent for the certificated employees as certified by the Educational Employment Relations Board (EERB) (LA-R-47, LA-R-113) on December 19, 1977, and occupying classes listed below.
- B. **CHILD DEVELOPMENT CENTERS/HEAD START EMPLOYEES UNIT SHALL INCLUDE:** All regular certificated employees under contract including teachers in the Children's Center-based/Latch Key Program, California State Preschool Program, Educare Program, **Cal Safe Program** and the Head Start Program, Head Start Head Teachers, Child Development Center Coordinating Teachers, and District personnel assigned to Magnet Child Care Programs.
- C. **CHILD DEVELOPMENT CENTERS/HEAD START EMPLOYEES UNIT SHALL EXCLUDE:** All regular contract certificated K-12 classroom, JROTC, and specialist teachers; program facilitators, nurses, librarians, school counselors, guidance counselors, psychological services specialists, substitute teachers, and management, supervisory, and confidential employees including Head Start and Child Development Center Program Coordinators, Head Start Educational Specialists, and Head Start Assistant Directors.
- D. **TEACHER DEFINED:** "Teacher" refers to any employee who is included in the appropriate unit as defined in Section A. above and therefore covered by the terms and provisions of this Agreement.
- E. **BOARD OF EDUCATION RECOGNIZED:** The Association, in turn, recognizes the Board of Education of the Long Beach Unified School District as the duly elected representatives of the people and agrees to negotiate exclusively with the District's representatives through the provisions of the Educational Employment Relations Act.

DATE: 12/4/08

Neela Tang
LBUSD

DATE: 12/4/08

Bang Weib
TALB

Tentative Agreement
Between LBUSD and TALB
CDC/Head Start
November 24, 2008

ARTICLE X

Class Size

- A. The District and TALB agree that state or federal mandated pupil-teacher and adult-pupil minimum/maximum ratios shall be maintained in CDC and Head Start programs. CDC and Head Start managers will consult with TALB prior to implementing changes in minimum/maximum ratios.
- B. ~~The housekeeper shall not be considered in the determination of the adult-pupil ratio of a Child Development Center except when other adults are not available to satisfy mandated ratios.~~

DATED: 12/4/08

Albera Esmy
LBUSD

Bary Weber
TALB

Tentative Agreement

LTBUSD + TALB

~~District's Counter Proposal #3~~
to TALB K-12 and CDC/Head Start

May 11, 2009

2:20 PM

ARTICLE VI Compensation (New)

TALB K-12 Provision A.10, 403(b) Plan

Unit members may participate in the District approved tax sheltered annuity plans, including the 403(b) plan, through voluntary payroll deduction. The District shall pay the fees, if any, of a third party administrator who will be responsible for plan administration and compliance. The District shall consult with TALB ~~prior to making any changes~~ in the 403(b) third party administrator.

when considering a change

TALB CDC-Head Start Provision A.7, 403(b) Plan

Unit members may participate in the District approved tax sheltered annuity plans, including the 403(b) plan, through voluntary payroll deduction. The District shall pay the fees, if any, of a third party administrator who will be responsible for plan administration and compliance. The District shall consult with TALB ~~prior to making any changes~~ in the 403(b) third party administrator.

when considering a change

District

Hebra Ewing
5/11/09

TALB

Barry Webb
5/11/09

2:37 PM

Tentative Agreement
Between LBUSD
and
TALB CDC/Head Start
May 11, 2009

ARTICLE VIII

Transfers

- A. **DEFINITIONS AND CONDITIONS.** A transfer shall be a change in work location (from CDC/Head Start site to CDC/Head Start site) within the District and within the same job classification. Transfers may be requested by the employee or initiated by the District.

The transfer clause of the agreement does not apply to assignments and reassignments made from one year to the next; because of Head Start Teachers' temporary status under a categorically funded program site assignments are frequently changed between school years without reference to the Transfer Clause. The Transfer Clause has for years been limited to Transfers occurring within the school year.

B. **TRANSFER AT TEACHER REQUEST:**

1. A teacher may submit to the CDC/Head Start office a transfer request in writing at any time during the year.
2. A transfer request shall remain active from the date the request is filed through June 30 of the same fiscal year.
3. Vacancies in existing positions shall be announced when the District has at least thirty (30) calendar days notice of the pending vacancy.
4. Two copies of each Notice of Vacancies shall be mailed to each CDC/Head Start site and the TALB office at least two (2) weeks before the positions are to be filled on an assigned basis. Coordinating Teachers, Education Specialists, or their designees shall have responsibility for posting notices at CDC/Head Start sites.
5. Vacancy notices shall include the following information: (a) site, (b) program assignment, (c) certification requirements, and (d) job description.
~~.by location in the CDC/Head Start Handbook.~~

1 6. To facilitate implementation of this Article, teachers resigning their positions
2 or requesting leaves of absence are urged to notify the CDC/Head Start
3 Director in writing thirty (30) days prior to the intended resignation or leave.
4

5 7. **CDC Program.** Voluntary transfers shall ~~normally~~ be made on the basis of
6 one or more of the following factors: (a) certification to perform the required
7 services; (b) staffing needs of the center (gender, ethnicity, teaching
8 experience); (c) special skills in areas that are specific to the identified
9 program; e.g., School Age Care, ~~Nursery~~ **Preschool Age Care**, etc. When
10 the above factors are substantially comparable, length of service in the
11 CDC/~~Head Start~~ program will determine transfers except that, in the cases of
12 equivalent length of service in the CDC/~~Head Start~~ program, additional
13 consideration will be given to the employee's length of service at the present
14 center. **Employees who are granted their transfer requests shall not be**
15 **eligible to apply for a subsequent transfer until the next fiscal year**
16 **except with the consent of the District and/or if the new position would**
17 **result in an increase of hours/calendar year for the employee.**
18

19 **Head Start Program.** Voluntary transfers shall ~~normally~~ be made on the
20 basis of one or more of the following factors: (a) certification to perform
21 the required services; (b) staffing needs of the center (gender, ethnicity,
22 teaching experience); (c) special skills in areas that are specific to the
23 identified program; e.g., Early Head Start, Head Start, Combination,
24 etc. When the above factors are substantially comparable, length of
25 service in the Head Start program will determine transfers except that,
26 in the cases of equivalent length of service in the Head Start program,
27 additional consideration will be given to the employee's length of service
28 at the present center.
29

30
31 8. Teachers who have requested a transfer shall be notified in writing of the
32 receipt of their request.
33

34 a. If the transfer is granted, the teacher and the Coordinating Teachers
35 concerned will be notified in writing of the new assignment no later
36 than one (1) week prior to the effective date of the transfer.
37

38 b. If the request for transfer is denied, the teacher submitting the request
39 may ask for a conference with an appropriate CDC/Head Start
40 manager to discuss the matter.
41

42 9. Nothing in this Article shall prevent a teacher from amending or withdrawing
43 a transfer request at any time without establishing precedent.
44

45 C. **TRANSFERS INITIATED BY ADMINISTRATION:**
46

1 1. Transfers other than Section B. above that result in relocating a teacher to
2 another site normally shall be made when an appropriate CDC/Head Start
3 manager determines that (a) there is a need to reduce staff because of
4 enrollment loss; (b) there is a need to balance the staff according to mandated
5 federal or state requirements; or (c) there is a specific written program or a
6 personnel need as determined by an appropriate CDC/Head Start manager in
7 consultation with the Coordinating Teacher; or (d) there is a closure of a
8 site/program.

9
10 2. No teacher shall be transferred involuntarily more than one time in any fiscal
11 year unless significant loss of funding, closure of a program, or a personnel
12 need causes a transfer to be necessary. The need shall be discussed by a
13 CDC/Head Start manager with the Coordinating Teacher and the transferee.
14 If requested, the transferee may have TALB representation at the meeting.

15
16 3. **CDC Program.** When a transfer is necessary because of enrollment or
17 funding loss, a CDC/~~Head Start~~ manager shall first seek a volunteer from
18 among qualified teachers. If no teacher volunteers, the teacher with the least
19 districtwide seniority shall be transferred unless bypassed for a specific
20 personnel/program need. The need shall be determined by the CDC/~~Head~~
21 ~~Start~~ manager after consultation with the Coordinating Teacher. In this
22 instance, the teacher with the next least seniority shall be transferred, subject
23 to the same specific personnel/program needs.

24
25 **Head Start Program.** When a transfer is necessary because of
26 enrollment or funding loss, a Head Start manager shall first seek a
27 volunteer from among qualified teachers. If no teacher volunteers, the
28 teacher with the least districtwide seniority shall be transferred unless
29 bypassed for a specific personnel/program need. The need shall be
30 determined by the Head Start manager. In this instance, the teacher
31 with the next least seniority shall be transferred, subject to the same
32 specific personnel/program needs.

33
34 4. Any teacher transferred involuntarily may request a conference with an
35 appropriate CDC/Head Start manager to discuss the possibility of a transfer to
36 a future vacancy.

37
38 5. The procedure for arranging such a transfer shall be as follows:

39
40 a. ~~An appropriate CDC/Head Start manager will consult with the~~
41 ~~Coordinating Teacher(s) or Education Specialist about center needs~~
42 ~~prior to conferring with any teacher about the specific location(s) to~~
43 ~~be considered in an involuntary transfer.~~

44
45 b. A conference will be held between the teacher to be transferred and
46 an appropriate CDC/Head Start manager prior to effecting any

1 involuntary transfer. The conference will cover reasons for the
2 transfer and options, if any as well as effective dates of transfer.

3
4 c. A written notice of any involuntary transfer will be sent
5 simultaneously to the teacher to be transferred ~~the releasing~~
6 ~~Coordinating Teacher or Head Teacher~~ and site principal **with a**
7 **copy to the site.** The notice of transfer shall also include the effective
8 date of the transfer. This notice shall be given not less than one (1)
9 week prior to the effective date of transfer except in emergencies.


10
11 d. The teacher ~~and/or receiving Coordinating/Head Teacher~~ may request
12 a conference with an appropriate CDC/Head Start manager to discuss
13 the success of the transfer.
14


15 D. **PREPARATION FOR TRANSFER.** A teacher being transferred will be given one
16 assigned working day with no teaching duties in order that on-site orientation and
17 moving tasks may be completed.
18

19 E. Employees shall not be subject to involuntary transfer if they are fifty-nine (59) years
20 of age or older.
21

22
23 
24 LBUSD

25 
26 TALB

27 
28 DATE

29 
DATE



LONG BEACH UNIFIED SCHOOL DISTRICT

TEACHERS ASSOCIATION
of LONG BEACH

**PROVISIONS OF AGREEMENT
K-12**

Effective through
August 31, 2008



LONG BEACH UNIFIED SCHOOL DISTRICT
1515 Hughes Way
Long Beach, California 90810

K-12

TEACHERS CONTRACT

Effective Through

August 31, 2008

As Negotiated By

LONG BEACH UNIFIED SCHOOL DISTRICT

and

TEACHERS ASSOCIATION OF LONG BEACH

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ARTICLE I

Agreement

- A. **PARTIES TO THE AGREEMENT:** The articles and provisions contained herein constitute a bilateral and binding agreement (“Agreement”) by and between the Board of Education of the Long Beach Unified School District (“District”) and the Teachers Association of Long Beach/ California Teachers Association/National Education Association (“Association”), an employee organization.
- B. **ACCORDING TO “ACT”:** This Agreement is entered into pursuant to Chapter 10.7., Sections 3540-3549 of the Government Code (“Act”), the Educational Employment Relations Act.

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ARTICLE II

Recognition of Exclusive Representative

- A. **ASSOCIATION RECOGNIZED.** The District recognizes the Association as the sole and exclusive bargaining agent for the certificated employees as certified by the Educational Employment Relations Board (EERB) (LA-R-47, LA-R-113) on December 19, 1977, and occupying classes listed below.
- B. **CERTIFICATED K-12 EMPLOYEES UNIT SHALL INCLUDE:** All regular certificated employees under contract including classroom, JROTC, ROP, specialist teachers, and program facilitators, nurses, librarians, and retired teachers who continue to receive State Teachers Retirement System benefits and who return to classroom service under selected Education Code provisions.
- C. **CERTIFICATED K-12 EMPLOYEES UNIT SHALL EXCLUDE:** All school counselors, guidance counselors, psychological services specialists, Child Development Center teachers, Head Start teachers, substitute teachers, part-time hourly teachers, and management, supervisory, and confidential employees.
- D. **TEACHER DEFINED.** "Teacher" refers to any certificated employee who is included in the appropriate unit as defined in Section A. above and therefore covered by the terms and provisions of this Agreement.
- E. **BOARD OF EDUCATION RECOGNIZED.** The Association, in turn, recognizes the Board of Education of the Long Beach Unified School District as the duly elected representatives of the people and agrees to negotiate exclusively with the District's representatives through the provisions of the Educational Employment Relations Act.
- F. **TEMPORARY CONTRACT EMPLOYEES.** It is the intent of the District that temporary contract employees with satisfactory performance evaluations be offered regular contracts as soon as possible. Factors contributing to the District's decision to offer a regular contract to a temporary contract employee shall include but not be limited to: projected enrollment growth or decline; projected numbers of leaves of absence; credential status; completion of bilingual certification obligation; completion of Language Development Specialist (LDS) or Cross-Cultural Language and Academic Development (CLAD) certification obligation (if employed July 1992 or after); complete employment file; permanent residency status; first-aid requirements; recommendation of immediate supervisor.

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ARTICLE III

Reserved Rights of the District

- A. The intention of this Article is to provide that the District retains all rights, powers, authority, duties and responsibilities to direct, manage, and control conferred upon and vested in it by the Laws and Constitution of the United States and the State of California. In delineating the reserved rights of the District, it is not the intention of the parties to detract from or diminish in any way the statutory right of the Association to represent unit members under the Act.
- B. It is agreed that all matters which are beyond the scope of negotiations as provided in Government Code, Section 3543.2 and also all rights, powers, and authority which are not limited by the terms of this Agreement are reserved to the District. Such reserved rights shall include, but are not limited to, the exclusive right to:
1. Determine its organization; determine the kinds and levels of services to be provided and the methods and means of providing them;
 2. Maintain the efficiency of District operations; build, move, or modify facilities; establish budget procedures and determine budgetary allocations; determine methods of raising revenue; contract out work;
 3. Determine the times and hours of operation; determine staffing patterns and the number and kinds of personnel required; direct the work of employees; hire, classify, assign, evaluate, promote, discipline (pursuant to Education Code, Section 44944), and terminate employees;
 4. Establish educational policies, goals and objectives; determine the curriculum; ensure the rights and educational opportunities of students.
- C. The exercise of the foregoing rights, powers, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific express terms of this Agreement, by statutory rights of unit members and/or the Association, and then only to the extent such specific and express terms are in conformance with law. If there is a direct conflict between the aforementioned reserved rights of management and the specific and express provisions of other articles of this Agreement, the language of the latter shall prevail.
- D. The District retains its right to amend, modify, or rescind policies and practices referred to in this Agreement for the duration of an emergency. An emergency shall be defined as those unforeseen circumstances which substantially interrupt or threaten to interrupt the normal District operation: natural disasters, epidemics, riots, police actions, national emergencies, local exigencies.

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ARTICLE IV

Association Rights

- A. **ASSOCIATION USE OF DISTRICT FACILITIES:** The Association and its members may utilize District school buildings and facilities.
1. Outside of operation hours, facilities and audiovisual equipment may be used for meeting purposes subject to the provisions of the Civic Center Act, except that under Section II, Article 7, of District Regulations for Use of School Facilities, the Association will not be subject to charge for meeting of their membership at which no admission is collected. However, if such meetings require the assignment of additional District personnel, the Association will be charged for such services.
 2. During operation hours the District agrees, upon twenty-four (24) hour advance request and approval of the site manager verifying that there will be no conflict created in the use of the facility on the date and at the time requested, to grant to the Association access to lounges, faculty dining rooms, or other designated locations for the transaction of Association business with employees on non-duty time as provided in Section C.
 3. The District agrees that upon advance request the immediate manager of a school or office may grant TALB the occasional use of District computers, copiers, and other communication or media equipment under the following conditions:
 - a. Use of equipment occurs on non-duty time of the employee who must also be qualified to use the equipment;
 - b. Use does not interrupt or interfere with the normal student educational program or work production of District employees who need to use the equipment;
 - c. On or before June 30 of each year, TALB agrees to remit to the District \$1,000 (K-12 and CDC/Head Start inclusive) as reimbursement for the occasional use of District equipment. It is understood that site copy machines may be used only for communications specific to individual school sites;
 - d. TALB requests shall be made through building representatives or officers to the site manager;
 - e. TALB acknowledges that site managers may refuse the use of equipment defined above if use by the Association interferes with the educational program or violates other provisions of this Agreement.

ARTICLE IV - ASSOCIATION RIGHTS (continued)

4. Use of School Telephones:

- a. During those times when the employee is not responsible for the instruction and/or supervision of students or other assigned duties and provided no pay phone is available, the school telephone may be used for calls concerning matters of serious and compelling personal importance that cannot be made before or after the workday.
- b. In addition to 4.a., designated site representatives, when not responsible for the instruction and/or supervision of students or other assigned duties, will have reasonable use of a school telephone for local calls involving representation matters. The conduct of Association business will not interfere with the business of the District.
- c. The use of the District phone to conduct personal enterprise is prohibited. Toll calls shall be charged to the employee's home phone bill by the employee.

B. ASSOCIATION COMMUNICATIONS:

1. **Bulletin Boards.** The District authorizes the Association to use without charge a minimum of one-fourth (1/4) of the total area of at least one site bulletin board designated for employee association information. The location of such bulletin board(s), designation of space, and resolution of disputes about use of space shall be determined by the site manager. The Association agrees monthly to remove out-of-date materials.
2. **Restrictions.** Any literature distributed or posted by the Association must meet professional and ethical standards, be dated, identify the person(s) and/or organization responsible for its promulgation, and conform to election/campaign laws then in effect.
3. **Faculty/Staff Mailboxes.** The District authorizes the Association to use faculty/staff mailboxes. Distribution of communications shall be by employees on non-duty time or by non-site representatives of the Association.

C. ASSOCIATION BUSINESS. The Association agrees that its authorized staff and building representatives shall not conduct Association business with employees during regular working hours. It is agreed that non-duty times are as follows: before and after the scheduled workday of each employee, the nutrition break, and lunch period. Under no circumstances shall any representative or unit member interrupt or interfere in any way with normal work. Any exceptions must be approved by the appropriate assistant/deputy superintendent.

ARTICLE IV - ASSOCIATION RIGHTS (continued)

D. **RELEASED TIME FOR NEGOTIATIONS:**

1. The Association will exclusively receive released time from duties for its representatives to meet and negotiate with District representatives.
2. Association members shall receive released time for negotiation sessions. Any number in excess of five (5) shall be mutually agreed to by the District and the Association.
3. The Association shall submit in writing to Employee Relations Services the names of the employees who are authorized to represent the Association in negotiations.
4. Released time shall be arranged with the site manager twenty-four (24) hours prior to release from duties.

E. **ORGANIZATIONAL SECURITY:**

1. **Membership Dues Deduction.** Any unit member who is a member of the Teachers Association of Long Beach, CTA-NEA, or who has applied for membership, may pay a lump sum cash payment to the Association or sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary warrant of the unit member each quadriweekly period for ten (10) quadriweekly periods. Unit members who sign such authorization after the commencement of the school year shall have deducted one-tenth (1/10) the total amount of unified dues for each of the remaining ten (10) quadriweeks.
2. **Agency Fee Provisions.** Any unit member who is not a member of the Teachers Association of Long Beach, CTA-NEA shall, within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, either become a member of the Association or pay to the Association a fee in an amount equal to standard initiation fees, unified membership dues and general assessments. Such fee is payable to the Association in one lump sum cash payment or the unit member may authorize payroll deduction for such fee in the same manner as provided in paragraph 1. of this Section. In the event that a unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction, the Association shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in Education Code, Section 45061 and in the same manner as set forth in Section E.1. of this Article. There shall be no charge to the Association for such mandatory agency fee deductions.

ARTICLE IV - ASSOCIATION RIGHTS (continued)

Each non-member who is required to pay an agency fee shall annually receive written notification from the Association of the amount of the deduction and procedures which he/she must follow to receive a rebate for non-representation activities during the year and the procedure for appealing all or any part of the agency fee.

3. **Remittance of Dues and Agency Fees.** With respect to all sums deducted by the District, whether for membership dues or agency fee, the District agrees promptly within fifteen (15) days to remit such monies to the Association accompanied by the alphabetical list of unit members for whom deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.

4. **Religious Objections.** Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Teachers Association of Long Beach, CTA-NEA, as a condition of employment. Such unit member shall pay, in lieu of a service fee, a sum equal to such agency fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501 (c) (3) of Title 26 of the Internal Revenue Code:

Children's Clinic of Miller Children's Hospital
at Memorial Medical Center
Family Service of Long Beach
PTA Student Assistance Fund
TALB Scholarship Foundation
Tichenor Orthopedic Clinic for Children
Foundation to Assist California Teachers
Long Beach Education Foundation

Such payment shall be made on or before November 1 of each school year.

Proof of payment and a written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to this Section, shall be made on an annual basis to the Association and District as a condition of continued exemption from the provisions of Sections 1. and 3. above. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the agency fee has been made. No in-kind services or benefits may be received by the unit member in exchange for this contribution. Such proof shall be presented on or before November 1 of each school year. Any unit member making payments as set forth in this Section who requests that the grievance or arbitration provisions of this Agreement be

ARTICLE IV - ASSOCIATION RIGHTS (continued)

used in his or her behalf, shall be responsible for payment to the Association the reasonable cost of using said grievance or arbitration procedures.

5. **Maintenance of Membership.** Any unit member who, following notification by TALB of this provision, is a member of the Association on or after thirty (30) calendar days following ratification of this Agreement, shall maintain such membership through the date of expiration of this Agreement. The District will continue to deduct Association membership dues as specified by TALB throughout this period.

6. **Provision of Information.** The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

7. **Indemnification.** The Association shall indemnify, defend and hold harmless the District against any administrative action before the Public Employment Relations Board and/or any court action challenging the legality or constitutionality of Article IV, Section E. of this Agreement or its implementation.

The Association shall have the exclusive right to decide and determine whether any such action or proceedings referred in the above paragraph shall or shall not be compromised, resisted, defended, tried, or appealed.

F. **INFORMATION.** The District agrees to provide to the Association twice during the school year an alpha list of employees in the bargaining unit by name, payroll location, and classification. The first list shall be provided by the end of the second week in the fifth quadriweekly pay period. The second list shall be provided by the end of the second week in the ninth quadriweekly pay period. In addition, no more than three times during any twelve-month period, the District agrees to provide, upon request, the addresses and/or telephone numbers for those newly hired employees who have released their addresses and/or telephone numbers for publication in the District directory.

The District further agrees to provide the Association with eight (8) copies of a District directory (names, addresses, phone numbers) when such a directory is published. The Association agrees to use such information for internal organization purposes only and not to disclose it to any third parties. The District further agrees to provide a staff list annually for each school by the second week of the fifth quadriweekly pay period and the end of the second week of the ninth quadriweekly pay period. Additional support service staff schedules and budget publications shall be made available to the Association.

TALB agrees to provide Employee Relations Services with the names of designated site representatives and to update the list as changes occur. The District agrees to provide the Association public documents distributed to school board members and the press in preparation for meetings of the Board of Education.

ARTICLE IV - ASSOCIATION RIGHTS (continued)

1 **G. LEAVE OF ABSENCE FOR ASSOCIATION PRESIDENT.** Upon annual
2 written application, the Association president shall be granted a full-time leave of
3 absence to conduct Association business. Following the District's payments to the
4 employee for such leave of absence, the District shall be reimbursed by the employee
5 organization of which the employee is an elected officer for all compensation paid
6 and for all sick leave granted to the employee because of such leave. Reimbursement
7 by the employee organization shall be made within ten (10) days after its receipt of
8 the District's certification of compensation and sick leave.

9
10 Upon return from leave to conduct Association business, the Association president
11 will be provided the opportunity to return to the site assigned prior to the
12 commencement of leave if a vacancy in the appropriate credential area exists at that
13 site.

14
15 **H. ASSOCIATION LEAVE:**

16
17 1. The District will grant to the bargaining unit as a whole a total of two
18 hundred (200) days per fiscal year (July 1-June 30) of released time for unit
19 members to attend workshops, conferences, or other activities sponsored by
20 the Association. The TALB president or his/her designee shall submit in
21 writing the information and the names of unit members who are authorized to
22 use the association leave days to Employee Relations Services prior to an
23 employee's application for the released time. Written application for
24 approval for such released time must be submitted by the employee on the
25 appropriate District form to the site manager at least five (5) working days
26 prior to the anticipated absence.

27
28 2. The District will grant to each member of the TALB Board of Directors
29 released time per fiscal year to allow all members to participate in regularly
30 scheduled meetings of the Board of Directors. The TALB president or
31 his/her designee shall provide to Employee Relations Services the names of
32 members of the Board of Directors and the schedule of meeting dates.

33
34 The Association agrees to reimburse the District for any substitute pay
35 expended in relation to Sections 1. and 2. above.

36
37 **I.** The District agrees to make reasonable effort to provide the Association with the
38 opportunity to review newly developed and/or revised forms related to the
39 implementation of this contract.

40
41 **J.** The District agrees to make reasonable effort to provide the Association with a copy
42 of notices to employees which relate to the negotiated agreement and which require
43 the authorization of the Superintendent, the Deputy Superintendent, or the Chief
44 Business and Financial Officer.

ARTICLE IV - ASSOCIATION RIGHTS (continued)

1 K. TALB will have representation on committees as mutually agreed to by the District
2 and the Teachers Association. The parties mutually agree to TALB representation on
3 the Transfer and Assignment Committees.
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ARTICLE V

Days and Hours of Employment

A. WORKDAY:

1. It is agreed that the professional duties of employees require both on-site and off-site hours of work, that the varying nature of such professional duties may not lend itself to a total maximum daily work time of definite or uniform length, and that such duties are normally expected to involve no fewer than eight (8) hours of total effort each workday for both classroom and non-classroom employees.

It is further agreed that employees will be available to meet with students and parents at reasonable times before and after the instructional day. A schedule shall be posted prominently and maintained at each school site indicating times when teachers are available to meet with parents and/or students. Copies of the schedule shall be sent home to parents twice a year.

2. In the elementary schools, teachers shall report for duty and check their mailboxes not later than fifteen (15) minutes before the opening of class except when assigned before school duties. They shall be present on site for an additional sixty (60) minutes weekly as selected at the professional discretion of the teacher. Teachers shall remain until after the close of the last scheduled class of the day for Grades 4 and 5 (except on Friday), unless they have an after school duty, are excused earlier or are requested to remain by the principal. On Fridays, teachers may leave the building immediately upon the close of the regular school day for pupils, (afternoon kindergarten teachers may arrive at school fifteen (15) minutes later than the start of their regular duty day), except that if District meetings are scheduled on Friday another "early day" may be designated. Teachers of kindergarten and the first three grades remain on duty as long as teachers of the fourth and fifth grades, unless excused earlier by the principal. All kindergarten teachers (including those without team partners) shall meet their classes for 200 minutes each day and work two hours beyond such time either with their class or in other kindergarten classrooms. Note: Unless and until negotiated otherwise, the extended or full day kindergarten will remain voluntary, but no contractual waiver is required.

Teachers assigned to elementary school libraries work a seven-hour day, except on Friday when they may leave fifteen (15) minutes prior to the end of their regularly assigned workday.

3. In the middle and senior high schools teachers shall, unless assigned to before school duty, report for duty as least fifteen (15) minutes before the opening of

ARTICLE V - DAYS AND HOURS OF EMPLOYMENT (continued)

the first assigned class, conference period, or homeroom/advisory and shall check their mailboxes daily before the instructional day begins. Teachers shall be present on site for an additional sixty (60) minutes weekly as selected at the professional discretion of the teacher, except on Friday when they may leave upon the close of the school day. If District meetings are scheduled on Friday another “early day” may be designated.

Historically, the secondary teacher workday is comprised of six periods (one of which is a conference period). If a teacher volunteers to teach an additional class during his/her conference period his/her instructional day is extended approximately one hour before or after the regular instructional day to provide the employee with the conference period allowed for in this Agreement.

4. During any school month, teachers may be required to attend on-site meetings not to exceed a total of six (6) hours beyond the instructional day. Two (2) of the six (6) hourly monthly meetings are at the discretion of the bargaining unit and principal. The necessity for conducting the two (2) hourly meetings shall be determined monthly at each site by either a simple majority secret ballot vote of the bargaining unit employees who actually vote on the proposal and principal or by the site shared decision-making body. The determination of which process will be used shall be by an annual majority secret ballot vote of the bargaining unit and principal.

Attendance is required at only those meetings authorized by the principal. Such meetings may be held before or after school and should be approximately one hour or less in length. Site meetings beyond the instructional day in a typical school month would include two (2) faculty meetings and two (2) other meetings; such as, grade level, department, program review and/or in-service. In the event of a school or District emergency, or urgent school business, principals may call additional meetings with the approval of the appropriate assistant/deputy superintendent.

Special education teachers may be required to attend one off-site in-service meeting per month as authorized by the Assistant Superintendent, Special Education. Such off-site meetings beyond the instructional day should be approximately one hour or less in length and will be included in the monthly computation.

During the term of this Agreement, the District shall maintain its practice of treating IEP meetings as mandatory; bargaining unit members attending such meetings beyond the duty day and in excess of four hours per month shall be paid therefore at their regular hourly rate provided they submit the Documentation of Mandatory Meeting Form to the Superintendent’s Special Education Committee.

5. The on-site workday for other unit members shall be as follows:

ARTICLE V - DAYS AND HOURS OF EMPLOYMENT (continued)

On-site work hours for secondary school librarians and program facilitators shall be eight (8) hours per day exclusive of lunch, except Friday when they may leave twenty (20) minutes prior to the end of their regularly assigned workday.

On-site work hours for nurses shall be seven and one-half (7.5) hours per day exclusive of lunch, except Friday when they may leave twenty (20) minutes prior to the end of their regularly assigned workday. If the principal or his/her designee determines it is necessary for the employee to remain on-site to perform the assigned duties of the position or to fulfill his/her professional obligations appropriate to his/her assignment, the principal or his/her designee shall direct the employee to remain on-site up to a maximum of eight (8) hours a day.

Modifications of the on-site work hours and the "early day" may be mutually agreed to by the employee and the site manager to accommodate a variety of job responsibilities that may be accomplished at a location other than the school site and/or outside of normal working hours. Driving time between District sites shall be included as part of the normal working day exclusive of the duty-free lunch period.

6. Modification in the students' schedule shall have no effect on the unit member's workday as described above, except for Back-to-School Night in the fall and Open House during one night of Public Schools Week in the spring. Additional exceptions may be approved by the appropriate assistant/deputy superintendent.
7. It is recognized that in carrying out job responsibilities, each employee shall perform many duties and adjunct responsibilities which occur outside of the scheduled minimum on-site duty day. Such duties may involve activities such as supervision of pupils, sponsorship of student activities, and participation in school, districtwide, and parent-community committees. It is intended that such adjunct duties will be assumed equitably by all unit members. Volunteers will be sought and a site shared decision-making process may be used to distribute adjunct duties; however, if there are insufficient volunteers, the manager retains the right to assign unit members to meet the needs of the school. The maximum expectancy for any secondary school teacher shall be twenty-four (24) hours per semester, exclusive of faculty/departments meetings.
8. All unit members shall be entitled to the statutory minimum duty-free lunch period of thirty (30) minutes. This entitlement also refers to alternate lunch schedules adopted because of inclement weather. Normally, teachers can expect to have the same length of lunch period as students except that the site manager may assign employees to supervisory duties during the passing periods and/or to meet the occasional needs of the school lunch period situation.

ARTICLE V - DAYS AND HOURS OF EMPLOYMENT (continued)

- 1 9. The scheduled preparation period at the secondary level is defined as paid
2 working time for the specific purposes of preparing materials; conferring with
3 students, parents, support staff, and administrators; and other duties subject to
4 assignment by the principal. It may also, if deemed necessary by the immediate
5 site manager, be used for providing replacement services (class coverage) for a
6 temporarily absent unit member.

7
8 Replacement service may be required when another teacher is absent, no
9 substitute is immediately available and, in the judgment of the administrator, no
10 other certificated employee is available. Over the course of the school year the
11 site manager shall distribute these occasional replacement assignments as
12 equitably as possible among all available non-classroom certificated personnel
13 and unit members. A record of equitable assignments shall be accessible to
14 employees. When a unit member is assigned to provide such replacement
15 service, the first two (2) hours, cumulative, per school year of such service shall
16 be deducted from the employee's maximum expectancy (twenty-four [24] hours
17 per semester) for adjunct duties. When a unit member is assigned to provide
18 replacement service in excess of two (2) hours, cumulative, the unit member
19 shall be paid for such excess service at the substitute hourly rate, Schedule N,
20 and shall be required to remain on-site after his/her duty day for an
21 equivalent number of minutes of preparation.

22
23 Efforts will be made to assign non-bargaining unit employees to provide
24 replacement service. If a bargaining unit member who has been asked to
25 provide replacement service is relieved by such an employee within the first
26 twenty (20) minutes of service, the bargaining unit member will be credited
27 with thirty (30) minutes of coverage. If the coverage time is in excess of
28 twenty (20) minutes, the employee shall be provided with one (1) hour of credit
29 for replacement service.

30
31 10. **Elementary Preparation:**

- 32
33 a. In the elementary school, limited preparation time may be arranged at
34 individual school sites through staffing patterns that (1) are
35 educationally justifiable; (2) do not reduce total instruction time for
36 students; (3) are developed jointly by the affected teaching staff and
37 the site manager; and (4) are approved by the appropriate
38 assistant/deputy superintendent.
39
40 b. At the elementary teacher's discretion, library time may be used as a
41 preparation period when a credentialed librarian is scheduled to work
42 with the entire class.
43
44 c. A school is not precluded from identifying additional opportunities for
45 preparation time, especially for teachers of grades four and five, if the
46

ARTICLE V - DAYS AND HOURS OF EMPLOYMENT (continued)

school's regularly scheduled, general funded, certificated staffing permits.

11. Employees who request and are granted a part-time assignment shall have a minimum on-site responsibility exclusive of any duty-free lunch period proportionate to their contract assignment. Elementary part-time teachers who teach half of the normal instructional time shall have a workday that is one-half (1/2) the workday of a full-time teacher. Secondary part-time teachers who are assigned to three (3) instructional periods shall have a workday that is one-half (1/2) the workday of a full time teacher; other workdays shall be based upon the principle that exclusive of the lunch period, six (6) periods plus required time before and after classes constitute a full-time assignment. Teachers who work less than full-time shall not be scheduled for a preparation period as part of the workday. Employees who work half-time or less shall be exempt from all extra-duty responsibilities except for faculty meetings which are contiguous with the employee's workday and annual open house activities.

12. The provisions of this Section shall not apply to teachers in the Outdoor Education Program.

13. **Instructional Day.**

The hours of employment defined in Sections A.1., A.2., and A.3. above shall include at least the required number of instructional minutes to qualify for incentive funding provided in Education Code, Section 46201. The designation of instructional time shall conform to the law. Subject to the foregoing, the minimum number of instructional minutes shall be:

Kindergarten	36,000
Grades 1, 2, and 3	50,400
Grades 4 and 5	54,000
Grades 6, 7, and 8	64,800
Grades 9, 10, 11, and 12	64,800

except that:

- a. Schools with an organizational pattern of Grades K-8 shall provide a minimum of 54,000 instructional minutes for Grades 7 and 8.
- b. Schools which exceed the above required minimum number of instructional minutes for specified grade levels shall make no adjustment to reduce the number of instructional minutes at these grade levels without the express written consent of the appropriate assistant/deputy superintendent.
- c. In year-round schools, the number of minimum days established in 1987-1988 shall be at least maintained in subsequent years with

ARTICLE V - DAYS AND HOURS OF EMPLOYMENT (continued)

utilization determined at the site except for contractually identified minimum days.

14. **Job Sharing:**

a. The Job Sharing Program is one in which two (2) employees share the full responsibilities and the contract of employment of one (1) identifiable full-time position. The shared teaching assignment shall be (1) fifty-fifty (50-50) percent or (2) sixty-forty (60-40) percent. The sharing shall be on a proportional division of the school day or of the school week.

b. Applicants must be willing to provide a written commitment to serve a minimum of one (1) year in the shared position. If, because of extenuating circumstances, one of the participants cannot continue in a part-time assignment during the year, the District is under no obligation to return the individual to a full-time assignment until the following year; but the District may consider an earlier return if a position is available.

Job Share participants may be either permanent or non-permanent teachers. If a teacher is not permanent at the time of either application or assignment, he/she shall be required to sign a statement acknowledging his/her understanding that years of service which are less than one hundred (100) percent will not be credited towards the employee's attainment of permanent status.

c. Job sharing assignments shall be filled only by teachers who have jointly requested to work together. A listing of teachers interested in job sharing will be maintained by both the Certificated Personnel Office and the Teachers Association.

d. Applicants shall submit a joint written application to the affected site manager(s) showing the names of the participants, positions affected, the proposed sharing schedule, division of adjunct duties, and the potential benefit to students. Mutual agreement between the two (2) employees, the principal, the appropriate assistant/deputy superintendent, and the Assistant Superintendent, Human Resource Services, is required before the job sharing assignment can be implemented. Applications shall be submitted on or before March 1.

e. Individual job sharing assignments will normally be evaluated prior to March 1. A decision with respect to continuance of each program will be made on or before April 15.

ARTICLE V - DAYS AND HOURS OF EMPLOYMENT (continued)

- 1 f. Salary will be the prorated share of the amount an employee
2 would have earned had the employee not elected to exercise the
3 option to participate in job sharing. The contribution to STRS/PERS
4 will be based upon the amount of salary actually earned by the
5 participant.
6
7 g. Job sharers will receive full District health and welfare benefits. The
8 District will contribute premiums on a prorated basis and participants
9 will pay the remainder of the required premiums. Employees not
10 opting for District health coverage shall provide evidence of health
11 insurance from another source.
12
13 h. The employee in a shared assignment will receive all contractual
14 leaves on a prorated basis.
15
16 i. If an employee on shared assignment is absent, the other party,
17 whenever possible and with the approval of the site manager, will
18 trade days with his/her partner or will agree to substitute for his/her
19 partner in a regular substitute status at the regular substitute rate.
20
21 j. The employee on a shared contract will be expected to participate in
22 professional responsibilities such as, but not limited to, the following:
23 participation in school, district-wide, and parent-community
24 committees; faculty meetings; Back-to-School Night activities;
25 parent/teacher conferences; report card preparation. Details of shared
26 responsibilities are defined in the application.
27
28 k. If, because of extenuating circumstances, one partner cannot continue
29 in the shared assignment, one of the following shall occur:
30
31 (1) The remaining participant fills the previously shared position
32 on a full-time basis;
33
34 (2) A new partner, mutually agreeable to parties, replaces the non-
35 continuing partner;
36
37 (3) The remaining participant applies for a leave for which
38 he/she is eligible.
39
40 (4) The remaining participant submits his or her resignation.
41
42 l. Continuation of any job sharing partnership is contingent upon the
43 annual mutual agreement of all parties.
44
45 m. Prior to approval of any job sharing agreement the two teachers
46 involved shall agree which of them shall remain at the site should the

ARTICLE V - DAYS AND HOURS OF EMPLOYMENT (continued)

partnership be dissolved and both desire full-time assignment at that site but only one opening exists. In any circumstance, participants would have access to the District's voluntary transfer procedure.

15. **Parent/Teacher Conferences.** K-5 classroom teachers in a K-5 or K-8 school shall have six (6) minimum days in the fall and two (2) minimum days in the spring for parent/teacher conferences.

For seven (7) days in the fall and five (5) days in the spring kindergarten teachers shall be exempt from the provision in Article V.A.2. These hours shall be available instead for parent/teacher conferences.

16. **Library Media Teachers.**

- a. A library media teacher who maintains the library media center open for at least fifteen (15) minutes before school and fifteen (15) minutes after school will not be assigned bus and recess/nutrition duty.
- b. Secondary classroom teachers shall stay with their classes when bringing them to the library media center; elementary teachers shall escort their classes to and from the library media center.
- c. For classes brought to the library media center, contractual staffing ratios (including LMT and aides) shall be observed, except during Testing Periods or for special, occasional activities as determined by Site Based Decision Making.
- d. Library Media Centers will close during the final week of school to allow LMTs time to close the library, conduct inventory, and complete other oversight tasks that are essential to running an effective library media program. The standard period for closing a library media center shall equal the number of days it is scheduled to be open during a regular week during the school year; the LMT in consultation with the site administrator may recommend a lesser or greater period depending upon the size of the center.
- e. At the secondary level, the LMT at his/her discretion may continue to utilize a flexible schedule in order to service the entire school. At the elementary level, the LMTs may utilize flexible scheduling for 20% of their scheduled work week at that particular site in order to permit collaborations with classroom teachers and their students for in-depth learning and research.

B. **WORK YEAR:**

1. **Teachers** (including nurses, teachers on special assignment, and librarians):

ARTICLE V - DAYS AND HOURS OF EMPLOYMENT (continued)

- 1 a. **Traditional Schedule.** The assigned work year shall be from the first
2 day of the fall semester to the last day of the spring semester,
3 inclusive. The school year encompasses ten and two-tenths (10.2)
4 pay periods totaling two hundred and four (204) assigned days (one
5 hundred eighty-two [182] actual duty days), dates which are specified
6 in the calendars (see Appendix A). It is further agreed that in the
7 middle and senior high schools two shortened days for pupils will be
8 scheduled at times to be approved by the appropriate
9 assistant/deputy superintendent.

10
11 The first and last days of the work year for all bargaining unit
12 employees shall be pupil free. All bargaining unit employees will
13 have no fewer than four (4) hours on each of these days to prepare for
14 the starting and closing of school.

- 15
16 b. **Year-Round Schedule.** The assigned work year shall be one hundred
17 eighty-two (182) actual duty days, as assigned from July 1 through
18 June 30, with compensation prorated over the number of pay periods
19 occurring from July 1 through June 30.

20
21 The first and last days of the teacher work year for all bargaining unit
22 employees shall be pupil free. All bargaining unit employees will
23 have no fewer than four (4) hours on each of these days to prepare for
24 the starting and closing of school.

25
26 2. **Program Facilitators:**

- 27
28 a. **Traditional Schedule.** The assigned work year shall encompass two
29 hundred twelve (212) assigned days (one hundred eighty-eight [188]
30 actual days), dates for which are specified in the calendars (see
31 Appendix A).

- 32
33 b. **Year-Round Schedule.** The assigned work year shall be one hundred
34 eighty-eight (188) actual duty days, as assigned from July 1 through
35 June 30, with compensation prorated over the number of pay periods
36 occurring from July 1 through June 30.

- 37
38 c. Based on identified program needs and the availability of sufficient
39 special project funds at individual school sites, program facilitators
40 may request election for additional service either before or after the
41 regularly assigned work year, or during designated non-work periods
42 at year-round schools.

43
44 3. **Split Assignments.** In cases of split assignments, employees so affected shall
45 work each assigned day a number of hours which reflects the employee's
46 assignments. A split assignment refers to a full-time employee whose contract

ARTICLE V - DAYS AND HOURS OF EMPLOYMENT (continued)

assignment includes two job classifications (Example: teacher/program facilitator).

4. **Emergency.** In the event of an emergency or other event resulting in less than the scheduled number of workdays, the District agrees to consult with the Association before determining the number and dates of specific days to be rescheduled to ensure the total contract workdays for all unit employees.

5. **Holidays.** The District agrees to grant all employees those non-paid, legal and Board-designated holidays which occur during their specified traditional or year-round calendars.

a. Legal holidays shall include Independence Day, Admission Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, Lincoln Day, Presidents Day, and Memorial Day.

b. In addition, the District agrees to grant two (2) holidays to be designated by the Board of Education. One of these holidays shall be the Friday following Thanksgiving Day.

c. When a legal holiday falls on Saturday, the preceding Friday shall be observed as a holiday. When a legal holiday falls on Sunday, the following Monday shall be observed as a holiday.

d. Consistent with the above provisions, the date of each holiday shall be set forth in the calendar (see Appendix A).

6. **Summer School and Intersession Programs.** Teachers elected to provide additional service during summer school on traditional calendar or intersession programs on year-round calendars will be compensated per Salary Schedule P.

Note: Any changes in leave provisions or other benefits as a result of the collective bargaining process will apply equally to summer school and intersession program teachers.

All eligible employees will have an opportunity to apply to teach during intersession or summer school. All employees whose most recent final evaluation is satisfactory in all areas directly related to classroom instruction and student achievement are eligible for selection for summer school and intersession employment. Applicants will be selected based upon (a) the needs of the program to be offered and (b) when applicable, a system of rotation after having served three consecutive intersessions or summer school assignments if there are other qualified applicants. When the above considerations are substantially comparable, decisions shall be based upon length of service in the District.

ARTICLE V - DAYS AND HOURS OF EMPLOYMENT (continued)

- 1 7. **Intersession Substitute Service.** Employees assigned to year-round schools
2 are eligible to apply to substitute during their intersession/recess periods. All
3 employees whose most recent final evaluation is satisfactory in all areas
4 directly related to classroom instruction and student achievement are
5 eligible.

6
7 When serving as a substitute teacher at any school other than the school to
8 which they are regularly assigned, they shall be paid as per Salary Schedule N.
9 When serving as a substitute teacher at the school to which they are regularly
10 assigned, they shall be paid at the same daily rate as that earned by Home
11 School substitutes.

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13 8. **Outdoor Education Program.** To meet the needs of the Outdoor Education
14 Program, adjustments may be made in calendared workdays. Any workdays
15 beyond one hundred eighty-two (182) will be voluntary additional assignment.

- 16
17 9. **Traveling Teachers in Secondary Schools.** Except in the most extraordinary
18 circumstances, secondary teachers serving in their initial year in the profession
19 will not be scheduled as traveling teachers.

20
21 C. **ADDITIONAL CONSIDERATION FOR YEAR-ROUND SCHEDULES:**

- 22
23 1. **Roving Teachers.** Roving teachers agree to change classrooms approximately
24 every four weeks to enable three other teachers to remain in/return to the same
25 classroom throughout the year. An employee identified as a roving teacher at
26 a year-round site will be entitled to utilize a total number of classroom aide
27 hours which is ten (10) percent greater than the total number of classroom
28 aide hours allocated to other teachers in the same grade level (elementary) or
29 the same subject area (middle school) at the same school site. In addition,
30 roving teachers may be given some special considerations developed
31 cooperatively at the site; i.e., no recess or hall duty, assistance with bulletin
32 boards, single level classes, reduction of adjunct responsibilities, etc.

33
34 Roving teacher assignments will be filled by volunteers. In the event that
35 there is not a volunteer roving teacher, all four teachers may be required to
36 change classrooms when returning from intersession. Except in the most
37 extraordinary circumstances, teachers serving in their initial year in the
38 profession will not be assigned to a roving position.

- 39
40 2. It is not the intent of the District that employees be arbitrarily reassigned or
41 rotated from one track to another.

- 42
43 3. At a minimum, the District shall provide one movable storage unit per four
44 classroom teachers. Each teacher shall be assigned a storage space which can
45 be locked.

ARTICLE V - DAYS AND HOURS OF EMPLOYMENT (continued)

4. It is the goal of the District that the temperature of the classroom will be conducive to teaching and learning throughout the school year. At a minimum, some type of mechanical cooling device will be available for each classroom at each year-round school site.
5. The parties recognize that some factors that relate to year-round scheduling at the middle school and are within the scope of bargaining may not have been addressed. Should problems arise because of such unanticipated factors, the parties agree to meet for the purpose of resolving those issues.
6. With the approval of the site administrator, teachers may exchange days with other teachers who are on different tracks or calendars at the same school site. Participating teachers shall submit a signed agreement indicating the days they are exchanging at least five days in advance of the exchange to the site administrator for approval. Teachers who are unable to fulfill the conditions of the agreement shall be charged appropriate leave for those days on which they were absent and which they were not able to make up. The District will not be held liable for a teacher who does not fulfill his/her exchange days.

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ARTICLE VI

Compensation

A. SALARIES:

1. **Salary Schedules and Regulations:** The regular rate of pay for each employee in the bargaining unit shall be in accordance with the Salary Schedules available at work sites and Provisions for Administration of Salary Schedules incorporated in Appendix B of this Agreement.
2. **Biweekly Salary Advance:** Upon submission of a timely request, an employee may be advanced not more than one-half of his/her net pay after deductions every two (2) weeks.
3. **Payroll Errors:** Proper salary class and step placement is a joint responsibility of the employee and the District. All employees are encouraged to review their salary placement annually and should they believe that they are improperly placed on the salary schedule, they should immediately bring this information to the attention of the District. In the event that an incorrect salary placement results in an underpayment, the District will issue a warrant for approximately ninety (90) percent of the net underpayment from the revolving fund within ten (10) working days from the day the error has been verified and Payroll receives written notification. Full adjustment will be reflected in the employee's next regular pay warrant. Should the incorrect salary placement result in an overpayment, the employee will reimburse the District the full amount of such overpayment on a repayment schedule developed by the District and the employee. In the event of an error favoring the employee or the District, the error shall be corrected retroactively for a period of up to three (3) years dating from the discovery of the error. "Discovery of the error" is defined as the date the District or the employee first receives written notification.
 - a. When an employee requests an audit of payroll records beyond the immediately preceding thirty-six (36) months, the employee will be charged for this service at the rate of \$20 per hour. The service fee will be waived if the audit reveals an actual error. The employee may request an estimate of the time involved in the audit prior to authorizing Payroll to proceed.
 - b. Within two years of receipt of the annual service credit statement from the State Teachers Retirement System (STRS)/Public Employees Retirement System (PERS), employees may request review of a perceived discrepancy in annual service as reported in that statement.

ARTICLE VI - COMPENSATION (continued)

4. **Pay Warrant Adjustments:**

a. (Education Code, Section 45051) Contract employees hired after the beginning of the contract year shall be notified at the time of employment that they will receive a pay adjustment in their first warrant. Contract employees who resign, retire, go on unpaid leave, or are terminated prior to the end of their work year may have their last pay warrant adjusted.

b. The annual salary of any employee who is employed after the beginning of the school year, or who resigns, retires, is terminated, or goes on unpaid leave prior to the end of the school year shall be computed by comparing the number of days actually worked by the employee (including absence days in paid status) to the total number of working days in the school year.

5. **Additional Assignments:** Bargaining unit employees qualified for additional teaching assignments in School for Adults and/or summer school shall be given priority consideration. Employees selected by the District to fill positions in the Additional Assignments Schedule shall be paid at the rates and in the manner described in that schedule.

6. **Occasional Projects:** Employees elected by the governing board to work additional days on projects related to their primary job responsibilities shall be paid at District hourly rates as described in the Additional Assignments Schedule.

7. **Catalina Island Employees:**

a. Full-time employees who actually work and reside on Catalina Island shall receive a salary addition as provided in Schedule 1. In addition, effective the first school day each year, Catalina Island employees shall receive a travel expense allowance. For 1999-2000, the allowance is \$621. Each year thereafter, the allowance will be adjusted by the same percentage as the salaries of K-12 unit members. Employees working less than full time shall receive a share of the travel expense allowance proportionate to the time worked.

b. Upon employee request, the District shall provide costs not to exceed \$250 for moving possessions and an automobile to Catalina Island.

c. The District shall pay employee costs of routine transportation to and from in-service training meetings required by the District.

ARTICLE VI - COMPENSATION (continued)

8. **Camp School Teachers:**

- a. Outdoor Education employees shall be paid daily expenses at regular District rates when in Long Beach to substitute in regular schools.
- b. Outdoor Education employees who are assigned occasionally to teach in Long Beach shall be reimbursed for one (1) round-trip per week at the contract rate as per Section A.9. of this Article.
- c. Outdoor Education employees who agree to work weekends shall be furnished housing and storage for the school year. Arrangements shall be determined by the director/ principal of the camp in consultation with the employees.
- d. The District shall furnish, to employees returning to camp, storage facilities during vacation periods for personal belongings normally used at camp during the year.
- e. Outdoor Education employees shall be allotted thirteen (13) meals per week at no cost to the employee when working at the Outdoor Education school.

9. **Mileage.** Employees who are authorized by the Board of Education to receive reimbursement for mileage will be reimbursed at the rate per mile established by the Internal Revenue Service for business mileage.

B. **HEALTH AND WELFARE BENEFITS:**

1. **Employee Eligibility.** Bargaining unit employees working fifty (50) percent or more of a full-time assignment as defined in Article V, Section A.11., (exclusive of job sharing, Article V, Section A.14.) are eligible for health, dental, vision, and life insurance benefits as provided in this Article.
 - a. All coverage is effective the first day of paid service or first paid day upon return from unpaid leave of absence.
 - b. Any employee in unpaid leave status for a period in excess of thirty (30) calendar days may continue health and welfare benefit coverage as provided in this Article by personally paying the premiums. The percent of the annual premiums to be paid shall be the same as the percent of the contract year during which the employee is in unpaid leave status. (For example, a one hundred eight-two [182] workday teacher on unpaid leave for one [1] semester, i.e., ninety-one [91] days, is responsible for fifty (50) percent of the annual benefit premiums.)

ARTICLE VI - COMPENSATION (continued)

1 c. Effective 9/1/06, an employee who fails to enroll during open
2 enrollment or within thirty (30) days of initial eligibility will be
3 automatically enrolled in Blue Shield PPO, Delta Premier, Vision,
4 and Life.

5
6 d. Dependents of employees who, pursuant to paragraph c. above, are
7 defaulted into the designated District group medical plans are not
8 eligible to be enrolled except as follows:

9
10 (1) During the next open enrollment period; and/or

11
12 (2) Within thirty (30) days of becoming eligible by virtue of such
13 qualifying events as birth, adoption, marriage or registering of
14 a California Domestic Partnership.

15
16 2. **Health Insurance.** Employees may choose coverage for themselves and
17 their eligible dependents or same gender domestic partners for whom a
18 Declaration of Domestic Partnership is currently on file in the office of the
19 Secretary of State for the State of California. A choice shall be made from
20 any one of the approved plans described below during the enrollment period
21 announced by the Risk Management Branch. The District will pay no dollar
22 amount greater than the maximum premium equivalent paid to fund the
23 comprehensive plan carrier (Blue Shield). The employee must pay any
24 additional premium cost. This arrangement is consistent with federal
25 regulations concerning health maintenance organizations (HMO).

26
27 a. **Kaiser Foundation Health Plan.**

28 Brief description of coverage: Unlimited lifetime maximum.
29 Continuation of existing plan without modification of benefits, except
30 as noted.

31
32 Chiropractic Care: \$5 co-pay and 30 visits per year, effective 1/1/07.

33
34 Prescription Plan: Retail co-pay per one hundred (100) day
35 prescription - \$5.

36
37 b. **California Physician's Service, Blue Shield.**

38 Brief description of coverage: The ability to move between Blue
39 Shield HMO and Comprehensive Major Medical is no longer
40 available. Continuation of existing plan without modification of
41 benefits, except as noted.

42
43 (1) HMO. Office visits, \$5; no deductible; hospitalization 100%
44 covered. Unlimited lifetime maximum. Continuation of
45 existing plan without modification of benefits, except as
46 noted.

ARTICLE VI - COMPENSATION (continued)

Chiropractic Care (Blue Shield HMO): \$5 co-pay and 26 visits per year, effective 1/1/07.

(2) **COMPREHENSIVE MAJOR MEDICAL.** Lifetime maximum of one million dollars (\$1,000,000). Continuation of existing plan without modification of benefits, except as noted.

(a) Preferred Provider - \$200/\$400 deductible; 20% co-insurance; \$500 individual/\$1,000 family per year out-of-pocket limit (in addition to deductible).

(b) Out-of-Network Provider - \$400/\$800 deductible; 40% co-insurance; \$3,000 individual/\$6,000 family per year out-of-pocket limit (in addition to deductible).

Walgreens Prescription Plan. Retail co-pay per thirty (30) day prescription: \$5 generic; \$10 name brand. Mail order co-pay for up to one hundred (100) day prescription supply: \$10 generic/\$20 name brand.

c. **PacifiCare of California.**

Brief description of coverage: No deductible; hospitalization 100% covered. Unlimited lifetime maximum. Continuation of existing plan without modification of benefits, except as noted. Office visit - \$5.

Chiropractic Care: \$5 co-pay and 30 visits per year, effective 1/1/07.

Prescription Plan. Retail co-pay per thirty (30) day prescription supply: \$5 generic; \$10 name brand.

d. CCN-EPO & CCN-PPO plans will be eliminated as of 1/1/07.

e. **Hearing Aids.** Any active employee who is insured under any one of the District sponsored medical plans may request reimbursement for the costs of hearing aids. The maximum amount of reimbursement shall not exceed one thousand dollars (\$1,000) within any three (3) year period. The cost of hardware, fitting tests, and other tests related to the hearing aids purchased shall be included for reimbursement purposes.

3. **Dental Insurance.** The District agrees to provide eligible employees with District payment of premium costs. Employees may choose between approved plans described below:

ARTICLE VI - COMPENSATION (continued)

- a. **Delta Dental Plan of California, Premier Plan.** This is a continuation of the present plan and the District shall continue to pay premium costs under this plan for the employee only. The employee may choose to pay premium costs for eligible dependents. Maximum amount paid by plan per person per calendar year is two thousand dollars (\$2,000).
 - b. **Delta Care Dental Provider Organization, Option A.** The District shall pay premium costs under this plan for the employee only. The employee may choose to pay premium costs for eligible dependents.

Maximum amount paid by plan per person per calendar year is two thousand dollars (\$2,000).
 - c. **Delta Care (PMI) Dental Health Plan.** This is a continuation of the present plan. Coverage for both the employee and his/her eligible dependents is provided for by this plan.
4. **Life Insurance.** Employees whose regular annual salary exceeds fifteen thousand dollars (\$15,000) shall be insured for the amount of the annual salary but not to exceed fifty thousand dollars (\$50,000); employees whose regular annual salary is fifteen thousand dollars (\$15,000) or less shall be insured for fifteen thousand (\$15,000). The amount of coverage shall be based upon the salary rate on the last day of actual service to the District by the employee.
 5. **Vision Care Insurance.** The District agrees to provide vision care insurance for eligible employees. The Medical Eye Services plan provides one (1) comprehensive examination every twelve (12) consecutive months; two (2) pairs of lenses in any twenty-four (24) consecutive months. Employee is responsible for paying a ten dollar (\$10) deductible per calendar year. Prior enrollment in the plan is required.
 6. **Mental Health Care Service.** Employees and eligible dependents shall be provided outpatient mental health care service through PacifiCare Behavioral Health except that:
 - a. Employees in Kaiser Foundation Health Plan who are not currently receiving services through PacifiCare Behavioral Health will receive mental health care through Kaiser.
 - b. Employees in PacifiCare of California who are not currently receiving services through PacifiCare Behavior Health will receive mental health care through PacifiCare of California.

ARTICLE VI - COMPENSATION (continued)

- c. Employees in either Kaiser Foundation Health Plan or PacifiCare of California who are currently receiving services through PacifiCare Behavioral Health may, at their discretion, continue to receive mental health services from their PacifiCare Behavioral Health provider.

The District pays all premium costs.

7. **125 Plan.** Upon securing the appropriate government approval, the District will provide employees the opportunity to participate in a 125 Plan at no administrative cost to the employee. Attendance at informational meetings shall be voluntary.

C. **DURATION OF BENEFITS:**

1. **Retiring Employees After Seventeen Years of Service.** Employees shall be eligible for District-paid premiums for health insurance provided that (a) the employee is age fifty-five (55) or older upon retirement and has seventeen (17) or more service years in the District or (b) the employee has at least thirty (30) years of service credit with STRS or PERS and seventeen (17) or more service years with the District. This benefit shall end when the retiree reaches age sixty-seven (67) on the condition that the retiree, if eligible, applies for coverage under Medicare Part A coverage at age sixty-five (65). Eligible employees who fail to apply for such coverage will not receive District-paid premiums for health insurance from age sixty-five (65) to age sixty-seven (67). The retiree, or unremarried spouse of deceased retiree, may remain in the District plan by paying personally the insurance premiums without any limit on age.

Medicare coverage will be primary for those employees who are eligible; the District's plan will provide secondary or umbrella coverage over Medicare payments. Additional information is available from the Risk Management Branch. (For health insurance benefits, unit member employees compensated for fifty [50] percent or more of a full-time assignment will receive one [1] year of credit toward the required seventeen [17] years of service.)

2. **Resigning/Retiring Employees.** Employees who do not qualify under Section 1. above and who resign as of the last day of the traditional school year and after having served a complete contract year immediately prior thereto shall be eligible for District-paid health, dental, vision, and life insurance benefits through September 30 following the school year of service.

Resigning/retiring employees (regular or temporary contract) who complete a full year of service and who were originally employed in the District on a year-round calendar with salary prorated over two hundred sixty (260) days will have benefits provided through September 30 following the school year of service.

ARTICLE VI - COMPENSATION (continued)

Retirees age fifty-five (55) or older may remain in a District plan by paying personally the insurance premiums beginning the first of the month after the employee's retirement date. There is no limit on age. Medicare coverage will be primary for those employees who are eligible; the District's plan will provide secondary or umbrella coverage over Medicare payments. Additional information is available from the Risk Management Branch.

3. **Temporary Contract Employees.** Persons with temporary contracts on traditional calendar who receive a letter of assurance for future employment shall have continuous health, dental, vision, and life insurance benefits through the months of July, August, and September following receipt of the letter of assurance.
4. **Employees on STRS/PERS Disability.** Employees who otherwise qualify and who are disabled and begin drawing STRS/PERS disability payments after June 1, 1979, shall be eligible for District-paid health insurance for the term of the disability but not more than thirty-nine (39) months from the dates of approval of the disability allowance.
5. **Health Insurance Extension.** For employees who do not qualify for benefits as described in Sections C.1. or C.2. above, District-paid health, dental, vision, and life insurance coverage shall be extended to the end of the calendar month in which employment is terminated.
6. **Dental Insurance Extension.** Employees who retire from the District may remain in a District plan by paying personally the insurance premiums as provided for in Education Code, Section 7000. Employees who terminate employment with the District may extend their dental insurance at employee expense as provided in the Consolidated Omnibus Budget Reconciliation Act (COBRA). Information should be requested from the Risk Management Branch.

D. **TUBERCULOSIS EXAMINATION.** Required examinations for tuberculosis shall be provided by the District at no cost to employees only if District-designated service providers are utilized. The examination shall consist of an approved intradermal tuberculin test (Mantoux), which, if positive, shall be followed by an x-ray of the lungs.

E. **CONSULTATION MEETINGS.** The Association shall be invited on an annual basis to consultation meetings with the District and other employee groups for the purpose of exchanging information on the implementation of health, dental, and vision plans. The District also shall provide the Association the following documents without cost: provider service agreements, financial reports, cost containment reports, and claims information summaries.

ARTICLE VI - COMPENSATION (continued)

1 F. **HEALTH AND WELFARE BENEFITS COMMITTEE.** The Association and
2 District agree to form a joint committee to meet on an as needed basis to address the
3 current and projected increases in health care costs. All recommendations will be
4 submitted for consideration to the respective collective bargaining teams for
5 negotiating.
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ARTICLE VII

Leaves of Absence

A. LEAVES OF ABSENCE (GENERAL):

1. All provisions of this Section are controlling for the specific leaves of absence identified in Sections B. and C. of this Article.
2. Except for illness or other equally grave emergency as defined in this Article, a leave of absence will be granted only if it has been determined by the District that a competent substitute is available.
3. Discretionary leaves of absence, including personal leaves, will not normally be granted during the first and last week of the employee's work year, nor during elementary school parent conference and/or report card periods. In addition, leaves shall not be granted to employees in middle schools and senior high schools on the traditional school year calendar during the last week of the first semester nor during the first week of the second semester. Exceptions shall be made for approved leaves for illness, grave emergency, or religious observance.

Any leaves which might be granted during periods described above will be on a case-by-case basis and will not set precedent in future cases.
4. When approved, leaves of absence without pay for personal business, vacation or recreation shall be limited to a maximum of five (5) consecutive workdays.
5. The District shall determine procedures on employee responsibilities for application, notification, and verification regarding use of all authorized leaves of absence. Employees shall be advised of such procedures. The District shall consult with the Association prior to modification of such procedures. Upon request, the District shall annually provide to the Association a copy of all forms, procedures and Board of Education-adopted policies related to this Article.
6. **Return From Leave of Absence:**
 - a. Any employee returning within the same work year from sick leave, bereavement leave, statutory leave, judicial leave, personal necessity leave, or Family Medical Leave Act (FMLA) shall return to the same position assigned previous to the commencement of the leave.

ARTICLE VII - LEAVES OF ABSENCE (continued)

b. Any employee on leave as described in 6.a., for no more than one school year, who notifies the District in writing by the last duty day of that school year of his/her intent to return, and who actually returns to work on the first duty day of the next school year, shall return to the same site assigned prior to the commencement of leave.

c. Any employee returning from a leave of absence other than as described in 6.a. and b., shall be assigned to a position where an opening exists and within the credential area and division/special service area assigned previous to the commencement of the leave. Notification of intent to return to service must be submitted on or before the first day of March by the employee who plans to return at the beginning of the first semester of the following school year, or ninety (90) days before the expiration of the leave if an employee is returning at another time during the year. Priority consideration for assignment will be given to those meeting the March 1 deadline.

B. **LEAVES OF ABSENCE WITHOUT PAY:**

1. Leaves of absence without pay may be granted to employees for the following purposes and when granted shall be governed by the conditions specified:

a. **Advanced Professional and Academic Training.** Leave shall be for no more than twelve (12) consecutive months nor more than one such leave in a seven (7) year period and this period must be coterminous with an intersession, a semester, or year.

b. **Service** as a member of the Peace Corps, the Job Corps, or the Domestic Peace Corps (Volunteers in Service to America). Not more than twenty-four (24) consecutive months.

c. **Teaching in a Foreign Country.** Leave shall be for no more than twenty-four (24) consecutive months nor more than one such leave in a seven (7) year period and this period must be coterminous with an intersession, a semester, or year.

d. **Travel in Foreign Country.** Leave shall be granted for a period of no longer than twelve (12) consecutive months nor more than one such leave in a seven (7) year period and this period must be coterminous with an intersession, a semester, or year.

e. **Rest and Recuperation.** Requires doctor's statement. No more than twenty-four (24) consecutive months.

ARTICLE VII - LEAVES OF ABSENCE (continued)

- 1 f. **Rest and Recreation.** No more than twelve (12) consecutive
2 months.
- 3
- 4 g. **Child Care.** May be granted to either or both parents only
5 immediately following maternity leave or adoption plus a period
6 coterminous with a semester, a school year, or the conclusion of an
7 intersession, provided the employee notifies Certificated Personnel at
8 least three weeks prior to the beginning date of the leave. A second
9 consecutive year of child care leave may be granted upon the request
10 of the employee. In the event of unforeseen circumstances of a
11 serious nature related to family need the employee is eligible to apply
12 for a leave of absence without pay under Section B.1.n. of this
13 Article.
- 14
- 15 h. **Military Service.** As provided in the Education Code and the
16 Military and Veterans Code.
- 17
- 18 i. **Work Experience.** No more than twelve (12) consecutive months.
19 The work experience must be directly related to the employee's job
20 responsibilities.
- 21
- 22 j. **Disability.** Granted to an employee who has been approved by the
23 State Teachers Retirement System/Public Employees Retirement
24 System to receive a disability allowance. The period of such leave
25 will be the term of the disability but not more than thirty-nine (39)
26 months from the date of approval of the disability allowance.
- 27
- 28 k. **Position Leave.** Granted to an employee assigned to serve in a
29 specially funded program.
- 30
- 31 l. **Teach in Another School District** outside a radius of one hundred
32 fifty (150) miles from the LBUSD (as measured from the
33 administration offices). No more than twelve (12) consecutive
34 months nor more than one such leave in a seven (7) year period.
- 35
- 36 m. **Family Medical Leave Act (FMLA).** As provided for in statute; for
37 example, to care for him/herself, a child, parent, or spouse with a
38 serious health condition. Health care provider certification may be
39 required. See employee notification at work site for additional
40 information.
- 41
- 42 n. **Other reasons** which are deemed sufficient by the Board of
43 Education.
- 44
- 45 2. Probationary, temporary, and special contract employees are eligible for only
46 the following unpaid leaves: rest and recuperation; child care; military

ARTICLE VII - LEAVES OF ABSENCE (continued)

service; disability; family medical leave (if employed at least one complete year); and in the most extraordinary circumstances, leaves for other reasons deemed sufficient by the Board of Education.

3. Current STRS/PERS regulations state that employees who are on unpaid leave of absence do not earn retirement credit. Use of reduced pay or unpaid leave of absence reduces the employee's STRS/PERS service credit for that year. STRS/PERS service is credited in proportion to the amount an employee actually receives in compensation compared to the amount that employee would have received had he/she been compensated for the full year (earned divided by the total earnable).

C. **LEAVES OF ABSENCE WITH PAY:**

1. **Bereavement Leave.** Employees are entitled to leaves of absence, not to exceed three (3) days (five [5] days if a funeral is attended out of state or more than two-hundred [200] miles one way is traveled) as a result of the death of any member of the immediate family. Bereavement leave is non-cumulative and shall be taken only sequentially and immediately following the death of a member of the immediate family. No deduction shall be made from the salary of the employee, nor shall the leave be deducted from leave granted in other sections of this Article. Members of the immediate family include mother, step-mother, father, step-father, grandmother, grandfather, or grandchild of the employee or of the spouse of the employee; and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, of the employee or of the spouse of the employee; or any person having a principal place of residence in the immediate household of the employee. Employees who take bereavement leave shall be responsible for following all notification procedures as per Section A.5. of this Article.

2. **Imminent Death Leave.** Certificated employees under contract are entitled to two (2) days (non-cumulative) imminent death leave at full pay during each fiscal year. This type of leave may be authorized in case of accident or critical illness of a member of the immediate family (as defined in paragraph 1. of this Section) when death of the family member is imminent.

3. **Sick Leave:**

- a. Sick leave entitlement shall be received and deducted in the same manner. For payroll computation:

.5 day = 4 hours leave
1.0 day = 8 hours leave
5.0 days = 40 hours leave
10.2 days = 81.60 hours leave
10.5 days = 84.00 hours leave

ARTICLE VII - LEAVES OF ABSENCE (continued)

- 1 b. For each school year of service every employee employed five (5)
2 days a week shall be entitled to the following leave of absence with
3 full pay for illness or injury:

4
5 204-day employees: 10.2 days (81.60 hours)

6 212-day employees: 10.5 days (84.00 hours)

7
8 Sick leave may be deducted in one-half (1/2) hour increments.

- 9
10 c. An employee in less than a full-time assignment and/or employed for
11 less than a full contract year shall receive and have sick leave
12 deducted in direct proportion to the percentage of the assignment;
13 e.g., an employee with a fifty (50) percent assignment shall earn or
14 have deducted .5 (four [4] hours) of sick leave.

- 15
16 d. One (1) hour of sick leave is granted for each eighteen (18) hours an
17 employee has worked in an hourly assignment, including summer
18 school and intersession assignments. Accumulated hourly sick leave
19 may be used for absences in any hourly assignment, except that
20 during the first and last week of summer school leave for compelling
21 personal reasons will not be granted and teachers should expect to be
22 required to provide doctor's verification of illness absences. Contract
23 sick leave may not be used for absences in an hourly assignment. If
24 an employee serving in a contract assignment has exhausted his/her
25 contract sick leave, accumulated hourly sick leave may be used prior
26 to statutory sick leave.

- 27
28 e. An employee who claims sick leave may be required to execute a
29 certificate or declaration to the effect that he/she was actually ill or
30 injured on that day(s) before such sick leave may be paid.

31
32 Sick leave shall not normally be taken for minor elective or cosmetic
33 surgery. Exceptions may be approved by the district physician.

- 34
35 f. When the District determines that an employee's health condition may
36 be impairing job performance, Human Resource Services shall have
37 authority to direct the employee to have a medical examination by the
38 district physician, by a District-appointed physician at District
39 expense, or by an employee-selected physician approved by the
40 district physician and to be paid by the employee.

- 41
42 g. If a certificated employee under contract does not take the full amount
43 of sick leave allowed in any school year, the amount not used is
44 accumulated from year to year, and accrued sick leave is credited
45 toward time served for retirement purposes.
46

ARTICLE VII - LEAVES OF ABSENCE (continued)

1 h. An employee's sick leave record is open to the employee's inspection
2 upon request to the site payroll clerk. Sick leave accumulation shall
3 be reported on each quadriweekly pay warrant.

4
5 i. Any bargaining unit member suffering from a catastrophic illness or
6 injury who has exhausted all accrued sick leave may request sick
7 leave donations under the Sick Leave Donation Program. A request
8 to participate is submitted to the employee's principal/site
9 administrator. Procedures for both the receipt and distribution of
10 donated sick leave are provided as part of the Sick Leave Donation
11 Program, which is Appendix G in this contract.

12
13 4. **Personal Necessity Leave:** (Use of Sick Leave for personal necessity.)

14
15 a. Every employee shall be permitted to use not more than seven (7)
16 days of sick leave per fiscal year for personal necessity (Education
17 Code, Section 44981) consisting of the reasons listed in (1) through
18 (8) below.

19
20 (1) Death of a member of the immediate family as defined in
21 Section C.1. above. (This is in addition to normal
22 bereavement leave.)

23
24 (2) Accident involving the employee's person or property, or the
25 person or property of a member of the immediate family, as
26 defined in Section C.1. above. Such accident must a) be
27 serious in nature, b) involve circumstances the employee
28 cannot be expected to disregard, and c) require the attention of
29 the employee during assigned hours of work.

30
31 (3) Appearance in court as a litigant. (The employee must return
32 to work in cases in which it is not necessary to be absent more
33 than half of the regular workday.)

34
35 (4) Appearance as witness under an official order for which salary
36 is not allowed. Each date of necessary attendance under such
37 an order, other than the date specified in a subpoena, shall be
38 certified by the clerk or other authorized officer of the court or
39 governmental jurisdiction. In any case in which a witness fee
40 is payable, such fee shall be collected by the employee and
41 remitted to Financial Services. (The employee must return to
42 work in cases where it is not necessary to be absent more than
43 half the regular workday.)

44
45 (5) Paternity.
46

ARTICLE VII - LEAVES OF ABSENCE (continued)

- (6) Illness in the immediate family of the employee as defined in Section C.1. above.
 - (7) Home protection in the event of a natural catastrophe, such as flood or fire.
 - (8) Compelling Personal Reasons. Maximum of five (5) days per fiscal year upon twenty-four (24) hours prior notice of the absence to the appropriate manager; for business or other activity of serious and compelling personal importance that cannot be conducted before or after the workday. Such absences will not be approved on days immediately before or immediately after a District calendared holiday unless the employee notifies the appropriate manager at least forty-eight (48) hours in advance and provides the job number and the name of the person who has been confirmed to substitute for them.
 - b. Where possible, and with the exception of (8) above, employees shall notify the site manager not later than 2:00 p.m. on the day prior to the workday when leave is to be taken.
5. **Statutory Sick Leave.** If all regular and cumulative sick leave has been exhausted and a certificated employee under contract continues to be absent on account of illness or accident, the employee shall be entitled to an additional period of five (5) school months (one hundred [100] days) per each illness or accident. Compensation to the employee for each of these one hundred (100) days shall be at a rate of one-half (1/2) of the employee's daily rate. An employee shall not be provided more than one (1) five (5) month period per illness or accident. However, if a school year terminates before the five (5) month period for the same illness is exhausted, the employee may take the balance of the five (5) month period during the subsequent school year. If an employee, having exhausted all available sick leave, continues to be absent on account of illness or accident beyond the five (5) month period and the employee is not medically able to resume the duties of his or her position, the employee, if not placed in another position shall be placed on a reemployment list for a period of twenty-four (24) months if the employee is on probationary status or for a period of thirty-nine (39) months if the employee is on permanent status. The twenty-four (24) month or thirty-nine (39) month period shall commence at the expiration of the five (5) month period. When the employee is medically able during the twenty-four (24) month or thirty-nine (39) month period, the employee shall be returned to employment in a position for which he or she is credentialed and qualified.
6. **Holidays and Student Vacation Periods:** A schedule of non-paid holidays and student vacation periods shall be as set forth in the school calendar.

ARTICLE VII - LEAVES OF ABSENCE (continued)

7. **Industrial Injury and Illness Leave:**

- a. Certificated employees who are absent from duty because of industrial injury or illness and who qualify under the provisions of the workers' compensation insurance law are allowed, for each injury or illness, full salary from the first day of absence to and including the last day of absence for the illness or injury, except that not more than sixty (60) working days of leave are allowed for any one injury or illness. Allowable leave under this Section may not be accumulated from year to year.
- b. Payment on any day during industrial injury or illness, when added to compensation granted an employee under the workers' compensation laws of California, shall not exceed the normal wages for the day's primary assignment.
- c. If an employee is still receiving workers' compensation insurance benefits after entitlement to industrial injury or illness leave is exhausted, he/she shall be placed on regular sick leave, vacation leave, or statutory leave.
- d. Industrial injury or illness leave is reduced by one (1) day for each day of authorized absence, regardless of any compensation paid under workers' compensation.
- e. If the employee is no longer receiving workers' compensation insurance benefits, but is still unable to return to work as determined by the district physician, he/she is then placed on regular sick leave or other leave, as provided by this Agreement.

When the employee goes on one of these types of leave while receiving workers' compensation insurance benefits, he/she is entitled to only such payment as will provide full pay for the primary assignment when added to workers' compensation insurance benefits.
- f. Before salary payments are made to an employee absent because of industrial injury or illness, a report of the illness or injury must be filed in the office of Risk Management.
- g. After expiration of paid leave, an employee who is unable to return to work as determined by the district physician may be granted additional leave without pay for one (1) year. Such leave may be extended for one (1) additional year for sufficient cause.

ARTICLE VII - LEAVES OF ABSENCE (continued)

- h. Periods of leave under this regulation, either paid or unpaid, shall not be considered to be a break in the service of the employee, except that days of absence may cause a break in progress toward tenure.
- i. An employee receiving benefits under the provision of this regulation may not leave the state of California without the authorization of the Board of Education.
- j. During all paid leaves of absence the employee must endorse benefit checks received under state workers' compensation laws to the District. The District will issue to the employee appropriate warrants and payments of wages or salary and shall deduct normal retirement and other authorized deductions. If combined payments under this regulation total less than the normal full salary, as in the case of an employee on statutory leave, the employee is not required to endorse to the District benefit checks received under workers' compensation laws. For income tax purposes, the District will notify employees of the amount of disability income paid to the employee for the year.

8. **Maternity Leave.** A leave of absence for maternity shall be granted for the period of time that the employee is physically unable to perform the duties required of her position as certified by her personal physician and approved by the district physician. Maternity leave is charged to sick leave balances; if current, accumulated, and statutory sick leave benefits are exhausted within the period of physical disability, the remaining time that the employee continues on maternity leave shall be in a leave-without-pay status. Additional leave without pay may be granted prior to or following the period of physical disability.

The employee shall notify the appropriate manager of her pregnancy and furnish a doctor's statement which indicates the estimated date of confinement and certifies that the employee's condition permits continued performance of all duties related to her regular assignment. In the event that the employee appears to be unable to continue to perform all duties related to her regular assignment at any time prior to the defined period of disability, the immediate manager may request a review by the district physician of the period of disability.

The usual period of confinement following the birth of a child is considered to be six (6) weeks. If the employee's condition varies from the usual in that she is able to resume performance of all duties related to her regular assignment at an earlier date (or if it is necessary to extend the leave beyond six (6) weeks), the employee shall present the appropriate manager with a statement from her attending physician which describes her condition and the estimated length of absence. The employee must obtain and furnish appropriate forms from her physician, and deliver them completed by the

ARTICLE VII - LEAVES OF ABSENCE (continued)

physician, to her principal or other manager. At least three (3) weeks prior to the estimated date of return to active employment, the employee shall notify the appropriate manager. When the employee is cleared by her personal physician to return to work, she shall submit the required health form to the district physician for review.

9. **Adoption of a Child.** The District shall grant a leave of absence for the purpose of adopting a child under the age of six (6) years except in the case of a special needs child, the age of the child shall not be a consideration.

- a. Adoption leave is charged to sick leave balances; if current accumulated, and statutory sick leave benefits are exhausted in the course of this leave, the remaining time that the employee continues on leave shall be in a leave-without-pay status.
- b. The maximum length of an adoption leave shall be six (6) weeks in length.
- c. In advance of the adoption, the employee shall notify the appropriate manager of the anticipated beginning and ending dates of the absence.
- d. Following the adoption the employee shall provide to the appropriate manager written verification of significant dates in the adoption process.

10. **Judicial Leave.** A paid leave of absence shall be granted to an employee required to render jury service. If an employee is summoned to appear for jury duty during his/her work year, the employee shall, upon verification of service, be compensated. In the interests of supporting continuity of instruction, both the Association and the District encourage employees to postpone jury duty to a time outside of their work year. If an employee receives such a postponement, the District, upon receipt of verification, shall compensate the employee at a rate of \$75 per day for jury duty served outside of the employee's work year.

Paid leave shall be granted to an employee required to appear as a witness in a court in a manner prescribed by law, except when required to appear as a litigant, for reasons brought about through connivance or misconduct of the employee, or as a result of current employment outside the Long Beach Unified School District.

The employee shall submit a written request for an approved leave of absence as soon as practical after her/his knowledge of such required service.

Employees who are released from appearance in court as witnesses, jurors, or

ARTICLE VII - LEAVES OF ABSENCE (continued)

following appearance to explain financial hardship shall report for the balance of the workday, allowing for reasonable travel time.

11. **Educational Meeting Leave.** Upon application and approval by the appropriate manager, an employee may be granted leave of absence with pay to attend a meeting directly related to the employee's job responsibilities.

12. **Sabbatical Leave.** The District shall provide for granting sabbatical leaves of absence to a limited number of full-time employees who have satisfactorily served seven (7) consecutive years and otherwise qualify. An employee eligible for sabbatical leave pursuant to Education Code, Section 44967, may make application to the Office of the Assistant Superintendent, Human Resource Services.

a. The applicant who requests sabbatical leave for study must submit a program of study which includes a full academic load as defined by the institution of residence but not less than nine (9) graduate semester units or twelve (12) undergraduate semester units. Within sixty (60) days after returning to duty, the employee must submit a transcript of work completed and grades earned.

b. The applicant who requests a sabbatical leave to travel must submit a detailed statement of a proposed itinerary in one or more foreign countries or travel within the United States. Travel must be related to the school work of the employee on sabbatical leave who shall submit a brief summary of his/her experience.

c. An applicant who requests sabbatical leave shall agree in writing to render a period of service in the employ of the governing board of the District following his/her return from the leave of absence which is equal to twice the period of the leave.

d. Compensation shall be paid to an employee while he or she is on sabbatical leave upon the furnishing by the employee of a suitable bond indemnifying the governing board of the District against loss in the event the employee fails to render the agreed upon service following the return of the employee.

e. No sabbatical leave shall be granted until the Assistant Superintendent, Human Resource Services, is satisfied that a suitable provision can be made for carrying on the applicant's work during his/her absence.

f. The District shall provide for sabbatical leaves not to exceed one-quarter (1/4) of one (1) percent of the total number of bargaining unit members per year. The District may provide for sabbatical leaves not

ARTICLE VII - LEAVES OF ABSENCE (continued)

1 to exceed one-half (1/2) of one (1) percent of the total number of
2 bargaining unit members per year.

3
4 g. Compensation for teachers on leave shall be one-half (50%) of the
5 salary the person would have received had he/she remained in active
6 service.

7
8 h. The District shall pay fifty (50) percent of the employee's health and
9 benefit premiums for the one (1) semester or one (1) year period the
10 employee is on leave.
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ARTICLE VIII

Transfers

A. DEFINITIONS AND CONDITIONS:

1. This Article provides procedures for a change in work location (one school, office, or other District site to another) by an employee or employer, without changing the employee's classification of employment.
2. An "opening" is a position which the District intends to fill. A position currently filled by a temporary contract teacher who will have worked at least seventy-five (75) percent of the school year will not be considered an "opening."
3. The Association and the District agree that employees are encouraged to serve in a variety of work locations. goal of the parties is that staffing changes be made through employee initiated requests whenever possible.
4. Any employee may initiate a transfer request. Employees whose regular assignments involve travel between two (2) or more District work sites shall be assigned to schedules by the District following opportunity for advisory input as to employee preferences. These employees may request a transfer for all or a part of their assignment.

Resource Specialist Program and itinerant teachers shall not be subject to any employer initiated change in assignment during the work year without an opportunity to meet and consult with the appropriate manager regarding the need for the change.

B. EMPLOYEE INITIATED TRANSFER REQUESTS:

1. To facilitate the staffing process, employees are expected to make known their leave, resignation, or retirement requests by March 1. Employees returning from leave shall be assigned in the order their notification of return is received in writing by Human Resource Services.
2. Lists of known openings for the next school year will be posted in each school no later than March 15. The lists shall include (a) the District elementary or secondary school; (b) grade level or subject matter; (c) track or schedule for year-round assignments; (d) other pertinent credential/special certification and/or job description information. TALB shall be sent a copy of each list.

ARTICLE VIII – TRANSFERS (continued)

- 1 3. On or before March 31, teachers, nurses, and librarians may submit requests
2 for transfer indicating each position for which they are credentialed and
3 which they would be willing to accept, whether or not that position appears as
4 an opening on the mid-March posting. Such transfer requests shall be made
5 on the appropriate District form. If qualified, those who submit requests will
6 be considered for all applicable positions as they become available through
7 the end of the first seven (7) student days of the following traditional school
8 year; however, such requests will not be controlling (see Section D. for
9 factors to be considered).

10
11 Teachers transferring within the same fiscal year from a year-round
12 assignment to a traditional assignment shall be expected, through election for
13 additional service, to work the total number of days remaining in the
14 traditional calendar.

15
16 Teachers transferring from schools on traditional calendars to schools on
17 year-round calendars shall be provided the opportunity to work additional
18 days during their first year of service in the year-round school to assure they
19 earn a full year of State Teachers Retirement System/Public Employees
20 Retirement System service credit. Teachers in year-round schools who
21 change tracks and need to work additional days to assure a full year of state
22 Teachers Retirement System/Public Employees Retirement System service
23 credit shall be provided the same opportunity.

- 24
25 4. Additional openings will be acted upon as they occur throughout the spring
26 and summer, up to the end of the first seven (7) days of the following
27 traditional school year. The District Transfer and Assignment Committee
28 will continue to monitor all of these openings until all openings are filled.
29 Updates of current openings will be sent to TALB in April, May, June, and
30 July for information purposes only.

- 31
32 5. In addition to 2. above, a list of known secondary vacancies for the spring
33 semester, will be posted in mid-December. Employees requesting transfer for
34 the spring semester must indicate their preferences for specific posted
35 openings.

- 36
37 6. As schools convert to year-round calendars, those employees who would
38 prefer the traditional school schedule are encouraged to submit requests to
39 transfer to schools which have not yet converted to year-round. Such
40 requests will receive priority consideration during the transfer and assignment
41 process.

42
43 C. **EMPLOYER INITIATED TRANSFER REQUESTS:**

- 44
45 1. Changes in staffing other than those made under Section B. above shall be
46 made whenever the District determines that there is a need (a) to reduce staff

ARTICLE VIII – TRANSFERS (continued)

1 because of enrollment loss or discontinuance of a program, grade level, or
2 school closure; (b) to balance a school staff in terms of gender, ethnicity,
3 teaching experience, bilingual needs, magnet programs and/or co-curricular
4 needs. (See Section D. for factors to be considered.) In addition, employer
5 initiated transfers may be made for other factors confidential to the employee
6 and Human Resource Services.
7

- 8 2. When the manager determines the factors related to an employer initiated
9 transfer necessitated by school, segment, or department enrollment loss,
10 he/she shall ask for a qualified volunteer. In the event that no one volunteers,
11 the manager shall select for transfer the temporary contract employee in the
12 school, segment, or department with the least districtwide seniority. If there
13 are no temporary contract employees in the school, segment, or department,
14 the manager shall select the probationary employee who has the least
15 districtwide seniority as a certificated employee. If there are no probationary
16 employees in the school, segment, or department, the manager shall select the
17 tenured employee who has the least districtwide seniority as a certificated
18 employee.
19

20 Temporary contract, probationary, and tenured employees may be exempted
21 from employer initiated transfer if the change would adversely affect any of
22 the following: (a) compliance with state and federal requirements; (b)
23 balance of numbers of males and females on faculty/department staff; (c)
24 balance of ethnic minority personnel on staff; (d) ability of the school to
25 continue to staff quality curricular and co-curricular programs.
26

- 27 3. Normally by June 1, a manager will hold a conference with an employee who
28 is to be transferred at employer request to discuss the reasons for the change.
29 Upon request, the employee may have an Association staff or site
30 representative present at the conference. The displaced employee shall be
31 given priority consideration and the employee will have the opportunity to
32 submit a transfer request indicating positions for which he/she is
33 appropriately credentialed.
34

- 35 4. Notwithstanding the provisions in C.2. above, employees shall not be subject
36 to transfers at employer request if they are fifty-nine (59) years of age or
37 older, have been transferred at employer request within the previous three (3)
38 years, or have volunteered in writing for transfer to their principal and were
39 transferred in lieu of transfer at employer request.
40

- 41 5. An employee who has received an employer initiated transfer and who was
42 not placed in a position he/she requested shall be given priority consideration
43 for placement in the subsequent year.
44
45
46

D. FACTORS IN DETERMINING TRANSFERS:

One or more of the following factors shall be used in determining transfers initiated by employees or by the administration: (1) credential(s); (2) compliance with state and federal requirements; (3) departmental major and minor fields of study; (4) department, grade level, or team teaching responsibility in the affected schools; (5) staffing needs of the schools (gender, ethnicity, teaching experience); (6) special skills in areas which are adjunct to regular duties; (7) recommendation of site interview team. When the above factors are substantially comparable, seniority in the District as a certificated employee will determine transfers; except that, in cases of equivalent seniority in the District, additional consideration will be given to the employee's length of service at the present school site.

As provided in D.(7) above, site interview teams, comprised of a majority of unit members, may provide recommendations for consideration by the District Transfer and Assignment Committee(s). Such recommendations will be based upon interviews conducted with individuals who have submitted a request by March 31 to transfer to that site. Sites are under no obligation to interview; however, if interviews are held, all individuals who requested a transfer to that position will be given the opportunity to participate in the interview process. Schools which choose to conduct site interviews will so indicate on the lists of openings which will be posted in mid-March, April, May, June, and July.

E. MISCELLANEOUS PROVISIONS:

1. Employees who are to be transferred shall be given notice of tentative assignment normally prior to the close of the school session year. Those transferred after the close of the school year shall be notified by mail.
2. It may be necessary to make employer/administration initiated transfers or employee initiated transfers during the school year. Such changes shall be made at a time and in a manner that the District determines to be least disruptive to the educational program or support service.
3. Employees who are transferred during the school year will be given as much advance notice as possible. Those who so request shall be allowed one (1) day of preparation time and assistance in moving the employee's materials to the new work location.
4. Employees who are transferred at employer request at the end of the school year shall be given assistance, upon request, in moving materials to the new location.
5. Employees who are granted their transfer requests shall not be eligible to apply for a subsequent transfer for a least four (4) years except with the consent of the District.

ARTICLE IX

Safety Conditions of Employment

- A. The District shall be responsible for providing and maintaining buildings/facilities for unit members consistent with state health and safety regulations.
- B. Employees shall report potentially unsafe or existent unsafe conditions of the physical building/facility in writing to their immediate manager.
- C. The site manager or his/her designee shall investigate physical conditions at the site which are alleged in writing to be unsafe or hazardous. When the manager determines that an unsafe or hazardous physical condition exists, he/she shall take reasonable steps to temporarily prevent accidents and shall within forty-eight (48) hours also take action he/she deems necessary to correct the condition. Upon request, the unit member will be notified of the status of the repair.
- D. Employees shall be responsible for complying with published District safety standards applicable to each employee's job responsibility and for practicing basic safety measures. The District agrees to provide on-going opportunity for unit members to make suggestions and recommendations to the site manager affecting the safety of employees through site safety committees.
- E. When conditions constitute an obvious and immediate danger to the physical well-being of the employee and/or students for whom the employee is responsible, the employee shall immediately report the situation to the manager who in conjunction with the employee will render prudent and reasonable assistance in alleviating the problem.
- F. The District acknowledges the employee's statutory authority to exercise physical control of pupils as per Education Code, Section 44807, and to suspend pupils as per Education Code, Section 48900 et seq., and in compliance with District guidance and discipline codes.
- G. Employees shall immediately report serious threat of physical harm or cases of actual assault and/or battery suffered by them in connection with their employment to their immediate manager to submit the appropriate district form. All such reports shall be forwarded to the appropriate local police agency by the District in compliance with state law. If police action is desired by the employee, he/she must file a separate complaint. The District recommends that employees file such complaints with the police.
 - 1. As provided in Education Code, Section 44807, any certificated employee of a school district shall not be subject to criminal prosecution or criminal penalties for the exercise, during the performance of his/her duties, of the

ARTICLE IX – SAFETY CONDITIONS OF EMPLOYMENT (continued)

same degree of physical control over a pupil that a parent would be legally privileged to exercise but which in no event shall exceed the amount of physical control reasonably necessary to maintain order, protect property, protect the health and safety of pupils and employees, or to maintain proper and appropriate conditions conducive to learning.

2. As provided in Education Code, Section 35208 (2), the District shall insure against the personal liability of the members of the Board and of the officers and employees of the District for damage for death, injury to a person, or damage or loss of property caused by negligent act or omission of the member, officer, or employee when acting within the scope of his office of employment.

3. Any employee who has suffered physical or psychological harm due to threat of or actual assault, when acting within the scope of employment, should contact the Risk Management Branch for details of District-provided assistance; i.e., workers' compensation benefits, EASE, liability insurance, or other applicable benefits.

An employee who files a written report of injury or assault may either send a copy of the report to TALB or, upon request, the District will forward a copy to TALB.

H. The District agrees to meet the requirements of Education Code, Section 35208 relative to liability insurance and to communicate to employees on the subject within the first four (4) weeks of each work year.

I. The District shall compensate a bargaining unit employee for loss or damage to personal clothing or personal property as defined in Labor Code, section 3208, arising from an accident while acting within the scope of his/her employment. Claims for compensation must be submitted to the Chief Business and Financial Officer on the appropriate form for approval.

1. The District shall provide for the reimbursement to employees for the loss or destruction, or damage by arson, burglary or vandalism of personal property used in the schools of the District, as follows:

a. Reimbursement shall be made only when approval for the use of the personal property in the schools was given before the property was brought to school and when the value of the property was agreed upon by the employee bringing the property and the school administrator or person appointed by the administrator for this purpose at the time the approval for its use was given.

b. When granted, such approval and agreed-upon value shall be in writing.

ARTICLE IX – SAFETY CONDITIONS OF EMPLOYMENT (continued)

- 1 c. Reimbursement for non-insured value shall be limited to a maximum
2 of \$200 per employee per year.
3
- 4 d. It is the employee's responsibility to provide reasonable precautions and
5 security for the approved item(s).
6
- 7 2. The District shall provide for the reimbursement of any employee's watch
8 and other jewelry that was damaged or destroyed as a result of an assault or
9 intervention in a fight while acting within the scope of employment.
10 Reimbursement will be limited to a maximum of \$200.
11
- 12 J. Written District guidance and discipline codes and due process provisions normally
13 will be distributed to and/or reviewed with employees at the first staff meeting of the
14 school year but no later than the end of the fourth week of the school year.
15 Employees shall be responsible for being familiar with these provisions, including
16 the appropriate application of due process for students.
17
- 18 K. When the site administrator has been officially notified that the court has authorized
19 the release of information and such release of information does not violate the legal
20 rights of the individual student, the teacher shall be informed of any student placed in
21 his/her class who has been convicted of a violent crime. The teacher is responsible
22 for maintaining such information in strict confidence.
23
- 24 L. The District agrees to make available to employees information on the specific
25 statutory provisions referred to in this Article.
26
- 27 M. Affected teachers shall be notified of extensive non-routine maintenance projects to
28 be conducted at the school site. It is the intent of the parties that these projects will
29 be scheduled to be as non-intrusive on the instructional program as is practical.
30
- 31 N. It is not the intent of the District to require any non-medical unit member to perform
32 specialized health care services; e.g., tracheotomy care, catheterization, insulin
33 injections. If the District contemplates a change with respect to this issue, the
34 District and Association shall meet and negotiate the conditions under which such
35 services shall be performed.
36
- 37 O. With the exception of temporary malfunctions, all existing classrooms will have a
38 working intraschool phone or intercom. New classrooms will have intraschool
39 phones or intercoms installed as quickly as possible but no later than twelve (12)
40 months after the classroom is utilized for instruction. During the period when no
41 phone or intercom has been installed, classroom teachers shall be provided with cell
42 phones within a reasonable time.
43
- 44 In those situations in which students are instructed in non-traditional interior areas,
45 the teacher will have access to some type of device to ensure emergency
46 communication with the school office.

ARTICLE IX – SAFETY CONDITIONS OF EMPLOYMENT (continued)

1 P. While on District business, in the event an employee's vehicle is damaged as a result
2 of vandalism, the District will reimburse the employee for the insurance deductible
3 payment in an amount not to exceed \$500 per incident.
4

5 The above is contingent upon all of the following:
6

- 7 1. The employee secures a police report regarding the vehicular vandalism
8 within twenty-four (24) hours of the incident.
9
- 10 2. The damaged vehicle was parked at an appropriate location in a legal manner
11 on or near school district property while the employee was required to be
12 engaged in District business.
13
- 14 3. The employee provides the Risk Management Branch with evidence of the
15 amount of insurance deductible payment actually made by the employee to
16 his/her insurance company.
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ARTICLE X

Class Size and Staffing Ratios

A. The following class size maximums shall be adhered to:

<u>Level, Grade, or Subject</u>	<u>Maximum Class Sizes</u>
<u>Elementary</u>	
Kindergarten	32 (20*)
Grades 1-3	30 (20*)
Grades 4-5	35
Combinations K-3	28 (20*)
Combinations 4-5	33
<u>Middle School</u>	
Grade 6 Core Classes	35
English	35
Science, Mathematics, Social Studies	37
Typing	42
Regular Physical Education	54
Music	54
All others	39
<u>High School</u>	
English (Drama and Journalism excepted)	35
Foreign Languages, Laboratory Science, Mathematics, and Social Studies	37
Typing	42
Regular Physical Education	54
Music	54
All others	39

The total enrollment in classes assigned to PACE and CIC teachers shall not exceed the five-period total for class maximums established above.

*Contingent upon continuation of additional state funding to support the class size reduction initiative, the District and the Teachers Association remain committed to implementation of the initiative kindergarten, grade 1, grade 2, and grade 3. If classroom housing constraints are resolved and additional continuing State and Federal funds are provided for expansion of class size reduction, the District and the Teachers Association shall work collaboratively to implement this initiative at other grade levels. If funding is provided which is not restricted to class size reduction at specific grade levels other than grades 4 and 5, the District and the Teachers

ARTICLE X - CLASS SIZE AND STAFFING RATIOS (continued)

- 1 Association are committed to implementation of class size reduction in grade 4 first,
2 grade 5 next, and grades 6-12 as funding permits.
3
- 4 B. Within a reasonable period of time following assignment, each student will have a
5 work station which is appropriate to the subject being taught.
6
- 7 C. If at any time during the school year a class is in excess of the class size maximums,
8 it is the intent of the District that a return to maximum will be achieved at the earliest
9 possible date but no later than twenty (20) school days after the date the class
10 enrollment exceeds the contractual maximum. Before any student is assigned to a
11 class in excess of the maximum class size, a manager shall review the assignment
12 with the affected teacher. At the request of the teacher, when class enrollment has
13 exceeded the contractual maximum for ten (10) or more school days, the manager
14 and teacher will meet to review the status of the over maximum situation. The
15 teacher may request TALB representation at the above described meetings.
16
- 17 D. In implementing these procedures, the principal will equitably assign pupils in excess
18 of the maximum and will upon request, explain the basis for the assignment.
19
- 20 E. If a teacher consents or requests to teach more than the contract maximum number of
21 students, the District shall not be obligated to reduce the enrollment for that teacher's
22 class.
23
- 24 F. The special education special day class average for the District (exclusive of adapted
25 physical education) will be a maximum of twelve (12). No special day class shall
26 exceed a per class maximum of eighteen (18) pupils.
27
- 28 G. The following provisions shall apply in determining staffing ratios of nurses and
29 librarians.
30
- 31 1. The District shall determine the level of nurse and librarian service at each
32 school/program site.
33
- 34 2. Nurse and librarian time provided with categorical program funds shall be in
35 addition to the District-provided general allocation.
36
- 37 3. When the levels of service and numbers of nurses and librarians have been
38 determined, the manager in charge of each service shall develop the schedule
39 for providing service to schools/programs.
40
- 41 4. Factors to be used in determining the scheduling and staffing ratios shall be
42 as follows:
43
- 44 a. Number of staff budgeted and available for service;
45
- 46 b. Number of staff days available for District-funded service;

ARTICLE X - CLASS SIZE AND STAFFING RATIOS (continued)

- 1 c. Number of schools/students to be served;
- 2
- 3 d. Geographical location of assignments for an individual;
- 4
- 5 e. Number of elementary and secondary schools to be served by an
- 6 individual;
- 7
- 8 f. Other factors deemed pertinent by the manager.
- 9
- 10 5. Prior to the beginning of the school year, the managers shall confer with a
- 11 representative group (nurses/librarians) in the process of scheduling equitable
- 12 staffing ratios. The Association shall be advised of the meeting date with the
- 13 nurse/librarian group and shall have the right to have an Association
- 14 representative present at the meeting. The scheduling decisions of the
- 15 manager shall be final.
- 16
- 17 6. Problems relating to employee's abilities to achieve expected levels of service
- 18 shall be referred by the individual employee to the appropriate site or District
- 19 level manager. Where necessary, reassessment of job description priorities
- 20 may be in order so that optimum service can be provided.
- 21
- 22 7. The District will allocate to Special Education an amount equal to one-third
- 23 (1/3) of the Medi-Cal reimbursement received by the District during the
- 24 previous fiscal year. Such allocation will be used exclusively to provide
- 25 additional clerical assistance for school nurses. The distribution of such
- 26 assistance will be determined through a process similar to that described in
- 27 Section G.5. above.
- 28
- 29 H. The District shall provide nurses with written information concerning automobile and
- 30 insurance factors related to their job descriptions.
- 31
- 32 I. The maximum class size for Library Service classes in high schools shall be five (5)
- 33 students per class period and in middle schools three (3) students per class period,
- 34 unless exceptions are mutually agreed upon by the librarian and site manager.
- 35
- 36 J. In accordance with Education Code, Section 56363.3, the districtwide average
- 37 caseload for speech/language specialist teachers shall not exceed fifty-five (55).
- 38
- 39 K. In the event a Regional Occupational Program class fails to maintain a minimum of
- 40 twenty-five (25), the class may be dissolved and the teacher on special contract shall
- 41 be released from this specific class assignment. Classes which have maximum
- 42 enrollments as mandated by the state which are fewer than twenty-five (25) are
- 43 exempted from this minimum. If enrollment in these classes falls below ninety (90)
- 44
- 45 percent of this state mandated enrollment, the class may be dissolved and the
- 46 teacher on special contract shall be released from this assignment.

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ARTICLE XI

Peer Assistance and Review Program for Teachers

A. **PURPOSE OF THE PROGRAM:** The Teachers Association of Long Beach and the Long Beach Unified School District support the highest possible quality of education. In order for students to succeed in learning, teachers must succeed in teaching. Teachers who are referred to or who volunteer for the Peer Assistance and Review Program are valuable professionals who shall be provided the best resources and support for improving and strengthening their instructional performance.

B. **DEFINITIONS OF TERMS:**

1. **Peer Assistance.** Both new and experienced teachers benefit from professional support provided by other classroom teachers. For the purposes of this Article, peer assistance describes activities planned and implemented by the Consulting Teacher in collaboration with the Participating Teacher and the supervising administrator. These activities shall be designed to strengthen the Participating Teacher's skill and expertise in the following areas:

- a. Mastery of content
- b. Instructional skills and techniques
- c. Adherence to content standards and curricular objectives
- d. Classroom management
- e. Lesson design and presentation
- f. Assessment of student progress toward established standards
- g. Appropriate learning environment

2. **Peer Review.** Peer review describes a process by which the Consulting Teacher shall monitor, guide, and support the progress of one or more assigned Referred Participating Teachers toward a satisfactory level of classroom performance. The review process shall include the following:

- a. Collaboration between the Consulting Teacher and the Referred Participating Teacher in developing mutually agreeable performance goals for the Referred Participating Teacher.
- b. Monthly written reports to the Referred Participating Teacher which shall be shared with the Peer Assistance and Review Panel and the supervising administrator.
- c. A collaborative and cooperative relationship between the Consulting Teacher and the administrator who supervises the Participating Teacher to whom the Consulting Teacher is assigned.

ARTICLE XI - PEER ASSISTANCE AND REVIEW PROGRAM FOR TEACHERS (continued)

d. A Summary Report prepared by the Consulting Teacher which shall be provided to the Referred Participating Teacher, the Peer Assistance and Review Panel, and the supervising administrator. A copy of the Summary Report shall be placed in the personnel file of the Referred Participating Teacher and the Summary Report may be reflected in either an interim and/or a final evaluation of the Referred Participating Teacher. Both the interim and the final evaluations of the Referred Participating Teacher shall be completed by the supervising administrator.

3. **Determination of Unsatisfactory Rating.** If an alternative rating system is employed on a pilot basis, the Association and the District shall agree prior to implementation what rating is equivalent to unsatisfactory if, in fact, the term “unsatisfactory” is not used in the pilot rating system.

4. **Peer Assistance and Review Panel.** The Peer Assistance and Review Panel shall be comprised of nine (9) members, the majority of whom shall be teachers. Five (5) teacher members shall be appointed by the Board of Directors of the Teachers Association. Four (4) members shall be administrators selected by the Long Beach Unified School District.

5. **Referred Participating Teacher.** A Referred Participating Teacher is a teacher who has achieved permanent status and who, as a result of either an interim or a final evaluation in which one or more ratings of unsatisfactory have been earned, demonstrates a need for assistance to improve his/her instructional skills and techniques, mastery of content, lesson organization and presentation, adherence to curricular objectives and standards, assessment of student progress toward established standards, suitable learning environment and classroom management.

A teacher with permanent status who is not initially assigned to the Peer Assistance and Review Program and who receives an unsatisfactory evaluation in the course of the prescribed evaluation process may, with the recommendation of the supervising administrator and the approval of the PAR Panel, be assigned immediately to the Peer Assistance and Review Program and be designated as a Referred Participating Teacher. Assignment shall occur in a timely manner following the teacher's receipt of the unsatisfactory evaluation. Teachers assigned to the Program as the result of an ongoing evaluation shall participate in the Peer Assistance and Review Program for the remainder of the year in which the initial assignment occurred and for the entire subsequent school year.

A Referred Participating Teacher shall participate in both the peer assistance and peer review components of this program.

6. **Volunteer Participating Teacher.** A Volunteer Participating Teacher is a teacher who has achieved permanent status who seeks to improve his/her teaching performance and requests the Peer Assistance and Review Panel to assign a Consulting Teacher to provide peer assistance. A Volunteer Participating Teacher shall be involved only in the peer assistance component of the program.
7. **Beginning Participating Teachers.** All newly employed classroom teachers possessing a preliminary credential with fewer than two years of fully credentialed teaching experience shall participate in a peer assistance program. In addition, classroom teachers who possess a pre-intern certificate, an intern credential, or an emergency permit shall also participate in a peer assistance program. Beginning Participating Teachers shall only be involved in the peer assistance component of this program.
8. **Consulting Teacher.** A Consulting Teacher is a permanent classroom teacher selected by the Peer Assistance and Review Panel to provide support to a Participating Teacher and/or to assume additional responsibilities determined as appropriate by the Peer Assistance and Review Panel or the District. These responsibilities may include:
 - a. Assistance and guidance to new teachers and/or teacher trainees.
 - b. Assistance and guidance to experienced teachers upon mutual agreement of the parties.
 - c. Staff development activities appropriate for certificated employees and including student teachers.
 - d. Development of curriculum.

C. **PEER ASSISTANCE AND REVIEW PANEL – ORGANIZATION AND RESPONSIBILITIES:**

1. The Peer Assistance and Review Panel shall be comprised of a majority of teachers. Five (5) permanent classroom teachers shall serve on the Peer Assistance and Review Panel. Teachers participating on the panel shall be selected by the Association. In addition, there shall be four (4) administrators on the panel. These individuals will be selected by the Long Beach Unified School District.
2. If a teacher serving as a panel member is unable to complete his/her term because of any reason, the Association shall appoint another teacher to continue in the position. After the first year of the California Peer Assistance and Review Program, panel members shall upon selection, serve three-year terms.
3. The Peer Assistance and Review Panel shall establish its own meeting schedule. A quorum requires two-thirds (2/3) of the members be present and

that the majority of those present shall be members of the Association. Such meetings shall take place during the regular workday. Teachers who are members of the panel shall be released from their regular duties to attend meetings. If, in carrying out their responsibilities as members of the panel teachers find it necessary to work beyond their regular workday, they shall be compensated at their additional hourly pay rate.

4. The Peer Assistance and Review Panel shall be responsible to:

- a. Provide annual training for Peer Assistance and Review Panel members.
- b. Establish its own rules of procedure including the method for the selection of a chairperson.
- c. Nominate Consulting Teachers to the governing board for approval.
- d. Notify Consulting Teacher applicants that they have been approved by the governing board.
- e. Approve training and support for Consulting Teachers and Participating Teachers.
- f. Organize and implement a plan for classroom observations of applicants for Consulting Teacher positions.
- g. Participate in classroom observations of applicants for Consulting Teacher positions.
- h. Establish a process for permanent teachers to become voluntary participants in the program.
- i. Receive and approve requests from the coordinator of the New Teacher/Beginning Teacher Support and Assessment Project for assistance in supporting Beginning Participating Teachers.
- j. Provide final approval of assignments of Consulting Teachers to Participating Teachers.
- k. Adopt rules and regulations to accomplish the provisions of this Article. These rules and regulations shall be consistent with the provisions of the Agreement and in the event of any inconsistency the Agreement shall prevail.
- l. Establish an application procedure for those desiring to become Consulting Teachers.
- m. Review the final report prepared by the Consulting Teacher and making recommendations to the governing board regarding each Participating Teacher's progress in the Peer Assistance and Review Program.
- n. Conduct an annual review of Consulting Teachers' performance.
- o. Recommend to the governing board that terms of Consulting Teachers who are not performing effectively not be renewed.
- p. Evaluate annually the impact of the Peer Assistance and Review Program in order to improve the program.

ARTICLE XI - PEER ASSISTANCE AND REVIEW PROGRAM FOR TEACHERS (continued)

- q. Approve assignment of additional instructional and curricular responsibilities to Consulting Teachers beyond the parameters of the Peer Assistance and Review process.
 - r. Work with the District to draft the preliminary PAR budget; however, the final budget approval authority shall be retained by the District.
5. All proceedings and materials related to evaluations, reports, and other personnel matters shall be strictly confidential. Disclosure of such information by panel members and Consulting Teachers is appropriate only in the implementation of this Article.
 6. The Long Beach Unified School District shall hold harmless the members of the Peer Assistance and Review Panel and the Consulting Teacher from any liability arising out of their participation in this program as provided in Education Code, Section 44503 (e).

D. **PARTICIPATING TEACHERS:**

1. **Referred Participating Teachers:**

- a. A Referred Participating Teacher is a teacher with permanent status who as a result of one or more unsatisfactory ratings on his/her interim or final evaluation is referred to the Peer Assistance and Review Panel for assistance and support. This assistance and support shall be designed to strengthen the Referred Participating Teacher's instructional skills, classroom management, knowledge of subject matter, and other aspects of his/her teaching performance identified and approved by the Peer Assistance and Review Panel.
- b. The Peer Assistance and Review Panel shall assign Consulting Teacher(s) to Referred Participating Teachers. Additional Consulting Teachers may be assigned by the Peer Assistance and Review Panel at any time the panel determines a need for additional support exists.
- c. Notwithstanding Article VIII of this contract, Referred Participating Teachers shall not be eligible for voluntary transfer or voluntary reassignment while they remain in the program.

2. **Volunteer Participating Teachers:**

- a. A Volunteer Participating Teacher is a teacher with permanent status whose most recent interim or final evaluation is satisfactory and who volunteers to participate in the Peer Assistance and Review Program.
- The Volunteer Participating Teacher shall be provided with peer assistance in those areas which are mutually agreed to by the site

1 administrator. The Volunteer Participating Teacher may terminate
2 his/her participation in the Peer Assistance and Review Program at
3 any time.

4
5 b. A Volunteer Participating Teacher may select his/her Consulting
6 Teacher from a list of available Consulting Teachers provided by the
7 Peer Assistance and Review Panel. Any changes in Consulting
8 Teacher assignments after initial choices have been made and
9 approved need to be approved by the Peer Assistance and Review
10 Panel.

11
12 c. Volunteer Participating Teachers shall be involved only in the
13 assistance component of this program. Evaluation shall be carried out
14 by the supervising administrator.

15
16 3. **Beginning Participating Teachers:**

17
18 a. The New Teacher Project shall be the primary provider of assistance
19 and support to Beginning Participating Teachers who possess either a
20 preliminary or intern credential, a pre-intern certificate, or an
21 emergency permit.

22
23 b. The Assistant Director of Professional Development in collaboration
24 with the New Teacher Project Coordinator may request from the Peer
25 Assistance and Review Panel additional help and support for
26 Beginning Participating Teachers from Consulting Teachers. This
27 help and assistance may be individual support, staff development
28 presentations, or other activities which contribute to the professional
29 growth of Beginning Participating Teachers.

30
31 c. Beginning Participating Teachers will only be involved with the peer
32 assistance component of this program. Evaluation shall be carried out
33 by the supervising administrator.

34
35 E. **CONSULTING TEACHERS:**

36
37 1. A Consulting Teacher is a teacher who provides assistance to a Participating
38 Teacher pursuant to the Peer Assistance and Review Program. The following
39 qualifications are required of candidates making application for this position:

40
41 a. The Consulting Teacher shall be a credentialed teacher who has
42 attained permanent status.

43
44 b. The Consulting Teacher shall have substantial recent experience in
45 classroom instruction.

ARTICLE XI - PEER ASSISTANCE AND REVIEW PROGRAM FOR TEACHERS (continued)

- c. The Consulting Teacher shall have demonstrated exemplary teaching ability characterized by effective communication skills, strong knowledge of subject matter, and a mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.
2. The application process for candidates for Consulting Teachers shall include:
 - a. Completed application form.
 - b. Statement by the current principal or immediate supervising administrator.
 - c. Statement by at least one other classroom teacher who is familiar with the classroom performance of the applicant. All applications and statements shall be treated with confidentiality.
 - d. All information about Consulting Teacher applications shall remain confidential.
3. Applications for Consulting Teachers shall be approved by a majority vote of the Peer Assistance and Review Panel upon completion of classroom observations.
4. The governing board may meet in closed session to consider the appointment of any nominee to be a Consulting Teacher. The governing board may gather information it deems necessary to evaluate nominees. The governing board may reject any nominations. The final designation of any person as a Consulting Teacher shall be by action of the governing board.
5. Multiple classroom observations will be conducted by members of the Peer Assistance and Review Panel or a selection team appointed by the panel as part of the selection process for Consulting Teachers.
6. Initially, the term of the Consulting Teachers shall be for either one (1) year or two (2) years. Teachers who accept initial assignments may serve in this position for two (2) consecutive terms of two (2) years each following the expiration of the initial term. After initial implementation, terms for Consulting Teachers shall be two (2) years in length and teachers shall not serve in this position for more than two (2) consecutive terms.
7. Consulting Teachers shall be provided release time for the purpose of observing Participating Teachers and meeting with them to plan and provide support and assistance.
8. Upon completion of each school year, the performance of the Consulting Teacher will be reviewed by the governing board. A Consulting Teacher assignment may be terminated if the Peer Assistance and Review Panel determines the Consulting Teacher has not performed his/her duties effectively. A Consulting Teacher not recommended to the Board shall be

ARTICLE XI - PEER ASSISTANCE AND REVIEW PROGRAM FOR TEACHERS (continued)

entitled to a conference with the chairperson of the Peer Assistance and Review Panel to be advised of the reasons and he/she may attach a written response to the report which shall be sent to the governing board.

a. The term of a Consulting Teacher may be renewed for a second consecutive two (2) year term. Renewal shall be initiated and conducted in the same manner as a new application for Consulting Teacher.

b. If for any reason a Consulting Teacher is unable to complete the duties of the position, the Board of Education may select an alternate teacher from a list approved by the Peer Assistance and Review Panel.

c. Consulting Teachers who voluntarily request an unpaid leave of absence for a semester or longer for other than health reasons shall be terminated as Consulting Teachers and must reapply for the position.

9. Responsibilities performed by Consulting Teachers pursuant to this Article shall constitute neither management nor supervisory functions. The Consulting Teachers shall retain all rights of bargaining unit members.

F. PEER ASSISTANCE PROCESS:

1. The Referred Participating Teacher shall meet with his/her administrative evaluator according to the deadline dates established by Human Resource Services for the purpose of discussing the traditional evaluation policy, procedures, standards, and expectations. The Referred Participating Teacher and the administrative supervisor shall collaboratively develop written goals and objectives within the prescribed timelines.

2. Consulting Teachers may work individually with Referred Participating Teachers or as a part of a team of Consulting Teachers. Each Referred Participating Teacher shall receive not less than sixty (60) hours of assistance per year from the Consulting Teacher(s) assigned to work with him/her.

Consulting Teachers shall assist Referred Participating Teachers by demonstrating, modeling, observing, coaching, conferencing, and referring or by other activities which in the professional judgment of the Consulting Teacher would support the Referred Participating Teacher in strengthening his/her skills. A concerted effort shall be made to limit the number of Participating Teachers with whom a Consulting Teacher shall work to two (2) or fewer.

3. The Consulting Teacher shall meet with his/her assigned Referred Participating Teacher by the end of the fourth week of the school year. The

ARTICLE XI - PEER ASSISTANCE AND REVIEW PROGRAM FOR TEACHERS (continued)

1 purposes of this meeting shall be to discuss the Peer Assistance and Review
2 Program, to establish mutually agreed upon performance goals, to begin
3 developing the specific components of a written individualized assistance
4 plan, and to agree to a process for determining the successful completion of
5 the Peer Assistance and Review Program.
6

- 7 4. The Consulting Teacher shall conduct multiple observations of the classroom
8 performance of the Referred Participating Teachers to whom he/she is
9 assigned. The Consulting Teachers shall conduct pre and post-observation
10 conferences with the Referred Participating Teachers.
11
- 12 5. The Consulting Teacher shall monitor the progress of the Referred
13 Participating Teacher to whom he/she is assigned and shall provide written
14 reports no less than once each school month to the Referred Participating
15 Teacher for discussion and review and to the Peer Assistance and Review
16 Panel for the purpose of keeping the Panel apprised of the Referred
17 Participating Teacher's level of performance.
18
- 19 6. The Consulting Teacher shall continue to provide assistance to the Referred
20 Participating Teacher until the Consulting Teacher and the supervising
21 administrator determine the teaching performance of the Referred
22 Participating Teacher is consistently satisfactory or further assistance will not
23 result in satisfactory performance.
24
- 25 7. At least four weeks prior to the deadline date for the submission of the
26 teacher's final evaluation, a copy of the Consulting Teacher's Summary
27 Report shall be given to the Referred Participating Teacher, the supervising
28 administrator, and the Peer Assistance and Review Panel. A copy bearing the
29 signature of the Referred Participating Teacher indicating acknowledgment of
30 receipt shall be retained in the site file.
31
- 32 8. The Referred Participating Teacher may request to appear before the Peer
33 Assistance and Review Panel and to be represented in the meeting by an
34 Association representative.
35
- 36 9. As indicated above, a copy of the Summary Report shall be placed in the
37 personnel file of the Referred Participating Teacher, and the document may
38 be reflected in the final evaluation of the Referred Participating Teacher.
39
- 40 10. Deadline dates for each step in the Peer Assistance and Review process shall
41 be developed by Human Resource Services and agreed to by TALB and
42 distributed to all sites at the beginning of the school year along with
43 evaluation guidelines.
44
45
46

G. ANNUAL STIPEND FOR CONSULTING TEACHERS:

1. Consulting Teachers shall be provided release time for all activities conducted during the school day related to Peer Assistance and Review. Peer Assistance and Review Consulting Teachers shall receive an annual stipend. This stipend shall not be counted as salary or wages for employer contributions or employee benefits under the State Teachers Retirement System/Public Employees Retirement System.
2. The stipend shall be paid at the calendar quarter. Federal and State income taxes will be deducted from each stipend payment as required by law.
3. The annual stipend shall be prorated if the employee cannot or chooses not to complete the Consulting Teacher duties according to the Peer Assistance and Review Agreement.
4. The annual number of hours of service required of a Consulting Teacher outside the school day shall be one hundred twenty (120).

H. CONTINUATION OF THE PEER ASSISTANCE AND REVIEW PROGRAM:

1. District participation shall be contingent upon receipt by the District of sufficient sums to which it is entitled to pay fully the cost of the program.
2. There will be no encroachment of the general fund of the District to fund the Peer Assistance and Review Program.

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ARTICLE XII

Evaluation Procedure

A. **FREQUENCY.** Evaluation and assessment of the performance of employees shall be made on a continuing basis at least once each school year for temporary and probationary personnel and at least once every other year for employees with permanent status.

B. **EVALUATOR.** The evaluator shall be the employee's immediate manager and/or another administrator designated by the manager, by the Superintendent, or by his designee.

C. **DEADLINES.** It is agreed that deadlines specified in this Article, except for the date of the final evaluation, may be extended by the number of days the evaluatee or the evaluator is absent from the work site during the identified time periods. Any change in specified deadlines will be noted in writing by the evaluator along with reasons for the change in deadline.

D. **NOTIFICATION OF EMPLOYEES.** Employees to be evaluated shall receive a copy of the evaluation procedures within four (4) weeks after the beginning of their school session work year, traditional or year-round calendar. Those employees will be advised of the evaluation policy, procedures, standards, and expectations by their evaluator no later than the end of the fifth school week.

Standardized test norms shall not be used for teacher evaluation. Personnel shall be judged on the District-adopted evaluation objectives and performance standards. Such objectives and standards shall be in writing and made available to the evaluatee prior to any period in which he/she is evaluated.

E. **SETTING OF OBJECTIVES.** By the end of the sixth school week each evaluatee shall be responsible for proposing in writing to the evaluator specific objectives and standards to be achieved within areas of performance. The evaluator may propose and/or require additional objectives and standards for each evaluatee in accordance with the position and assignment. Employees will be advised if there is to be a specific area(s) of concentration.

Within the maximum of seven (7) weeks of the first working day of an assignment all objectives and performance standards shall be finalized, reduced to writing, and signed by the evaluator and evaluatee.

F. **CONSTRAINTS.** When the total length of teaching experience, the length of duty at one site, the length of time in the assignment, or other factor is considered to be a constraint by the evaluator or the evaluatee, it may be so noted on the appropriate form. Employees, who due to the room utilization patterns on a year-round school

ARTICLE XIII - EVALUATION PROCEDURE (continued)

1 schedule are limited in their ability to prepare the classroom prior to the arrival of
2 students, are deemed to be working within constraints related to room environment
3 and classroom management for a brief period of time at the beginning of each on-
4 track assignment.

5
6 G. **OBSERVATIONS.** Observations shall be both formal and informal. The number
7 of formal observations shall routinely be three (3). With agreement of both evaluatee
8 and evaluator the number may be reduced to two (2) or one (1) in cases of obviously
9 satisfactory performance by tenured employees. Additional observations shall be
10 conducted when deemed necessary by either the evaluatee or evaluator.

11
12 1. An observation shall be based upon one (1) or more of the following
13 components: District goals and objectives, individual school/office goals and
14 objectives, individual employee goals and objectives and performance
15 assessment criteria.

16
17 2. Each formal observation will be followed by a conference which will take
18 place within five (5) working days.

19
20 3. Formal observations will be summarized on an observation form with a copy
21 given to the evaluatee within ten (10) working days after the observation.

22
23 4. Except by mutual agreement, formal observations shall not begin until after
24 goals and objectives have been agreed upon. In the event that goals and
25 objectives have not been agreed to, formal observations may begin following
26 the seventh week of the school year.

27
28 5. In the event of a less-than-satisfactory observation lesson analysis, the
29 evaluatee may request an additional formal observation conducted jointly by
30 the evaluator and another manager selected by the evaluator. The second
31 manager will be credentialed/certified in the credential/subject/special
32 services area of the evaluatee's assignment. The subsequent conference and
33 lesson analysis shall be conducted/developed by both managers.

34
35 H. **EVALUATION.** An evaluation shall be reduced to writing and transmitted to the
36 employee no later than thirty (30) calendar days prior to the last school day for K-12
37 students as identified on the appropriate traditional or year-round school calendar.
38 The evaluator will hold a conference to review the written evaluation with the
39 employee at the time of the transmittal of the written evaluation. The evaluatee shall
40 sign the evaluation form signifying that he/she has read the form and shall be
41 provided the opportunity to prepare a written response which shall become a part of
42 the employee's permanent record. There shall be only one (1) final evaluation form
43 per year which shall become part of an employee's permanent file. This form may be
44 supported by documentation deemed appropriate by the site manager.

ARTICLE XIII - EVALUATION PROCEDURE (continued)

- 1 I. **IMPROVEMENT OF LESS THAN SATISFACTORY PERFORMANCE.** No
2 assessment of "unsatisfactory" or "needs to improve" shall be introduced on an
3 evaluatee's evaluation form which has not been first formally called to his/her
4 attention in a written report. Time shall be allowed, when practicable, from the date
5 of the written report where the deficiency is first noted and the date of the next
6 evaluation when the deficiency is formally cited to allow for correction of said
7 deficiencies. Upon formally citing a condition(s) of less-than-satisfactory
8 performance, the evaluator shall thereafter confer with the evaluatee and during the
9 conference make specific recommendations as to areas of improvement in the
10 evaluatee's performance. In the case of instructional deficiencies, the evaluator will
11 offer direct assistance and/or additional resources as the evaluator deems appropriate
12 to implement the specific recommendations.
13
14 Nothing in this Section shall be interpreted as limiting the ability of the District to
15 take immediate action in the case of an extremely serious or egregious circumstance
16 as identified in Education Code, Section 44932.
17
18 J. **PERSONNEL FILE.** Each employee shall have the right, by appointment, to
19 review the contents of his/her personnel file. Such appointment will normally be
20 scheduled within ten (10) working days of the request, except that during unusually
21 concentrated work periods, it may be postponed with the approval of the Assistant
22 Superintendent, Human Resource Services. A representative of the Association at
23 the teacher's request may accompany the teacher in this review. Such review by the
24 employee shall be permitted twice per year before or at the end of the duty day when
25 instructional duties have been completed.
26
27 Negative or derogatory materials will be processed in accordance with Education
28 Code, Section 44031, which states that information of a derogatory nature shall not
29 be entered or filed unless and until the employee is given notice and an opportunity
30 to review and comment thereon. An employee shall have the right to enter, and have
31 attached to any such derogatory statement, his own comments thereon.
32
33 K. **GRIEVABILITY.** Any grievance arising out of the foregoing procedures shall be
34 limited to a claim that the procedure has been violated.
35
36 L. **PARENT/GUARDIAN COMPLAINT.** When a parent or guardian complaint
37 regarding an employee filed pursuant to Education Code, Section 35160.5 is
38 terminated at any level or is not sustained by the Board of Education, the Board shall
39 direct that all written documentation relating to the complaint be destroyed pursuant
40 to procedures provided for in Title V of the California Administrative Code.
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ARTICLE XIII

Grievance Procedure

A. DEFINITION:

1. A "grievance" is a claim by a grievant that he/she has been adversely affected by an interpretation, application, or violation of the specific provisions of this Agreement. Informally, a grievance may be presented verbally; formally, it shall be presented in writing.
2. A "grievant" may be any employee in the bargaining unit covered by the terms of this contract. The Association may file grievances that relate to the explicit language contained in Article IV, Association Rights, of this contract.
3. A "day" is any day on which the grievant and the appropriate manager as part of their regular contract assignments are scheduled to be on duty.
4. The "immediate manager" is the lowest level manager who has authority to remedy the grievance.

B. INFORMAL LEVEL:

1. Within twenty (20) days after the alleged violation (except for payroll errors) and before filing a formal written grievance, the grievant shall attempt to resolve his/her claim by an informal conference with his/her site manager. If the employee requests, an Association representative may participate with the employee in the informal conference. It shall be the grievant's responsibility to inform the manager that the conference is for the purpose of seeking to resolve the grievance at the informal level.
2. The immediate manager shall provide a response within five (5) days of the informal conference.

C. FORMAL LEVEL – STEP 1:

Within ten (10) days of the informal conference, should the grievance not be resolved, the grievant shall present his/her grievance in writing on the District Certificated Unit Grievance Form to his/her site manager.

1. The statement of the grievance shall be a clear, concise statement of the circumstances giving rise to the grievance, shall include the specific article, section, and paragraph of the contract allegedly misapplied, misinterpreted, or violated, and shall specify the remedy sought.

ARTICLE XIII - GRIEVANCE PROCEDURE (continued)

2. The immediate manager shall communicate the decision to the employee in writing within ten (10) days after receiving the grievance.

D. FORMAL LEVEL – STEP 2:

Upon receipt of the Step 1 response, and if the decision of the manager is not satisfactory, the grievant, within ten (10) days of receipt of the response may file an appeal with Employee Relations Services which shall transmit it to the Superintendent or to another district-level manager designated by the Superintendent.

1. The statement of the grievance shall be a clear, concise statement of the circumstances giving rise to the grievance, shall include the specific article, section, and paragraph of the contract allegedly misapplied, misinterpreted, or violated, and shall specify the remedy sought.
2. The grievant or the respondent (Superintendent or designee) may request a personal conference regarding the grievance. The respondent shall communicate his/her decision in writing to the grievant within fifteen (15) days of receipt of the appeal or within four (4) days following a conference.

E. FORMAL LEVEL – STEP 3:

If the grievant is not satisfied with the decision at Step 2, he/she may within ten (10) days after receipt of the decision at Step 2, submit to Employee Relations Services a written request for mediation of the grievance. Employee Relations Services shall within five (5) days after receipt of the written request submit to the California State Conciliation Service a request for the immediate services of a mediator.

The parties agree that Step 3 of this Grievance Procedure may be waived by mutual agreement of the grievant and the District.

1. The function of the mediator shall be to assist the parties to achieve a mutually satisfactory resolution of the grievance by means of the mediation process.
2. If a satisfactory resolution of the grievance is achieved by means of this mediation process, both parties to the grievance shall sign a written statement of resolution to that effect, and thus waive the right of either party to further appeal the grievance.

F. FORMAL LEVEL – STEP 4, BINDING ARBITRATION:

If resolution of the grievance is not achieved as a result of mediation (Step 3) or if Step 3 has been waived, the grievant may request the Association to submit the grievance to arbitration.

ARTICLE XIII - GRIEVANCE PROCEDURE (continued)

If the Association proceeds to arbitration, the statement of grievance shall be filed with Employee Relations Services on the appropriate Step 4 form within ten (10) days following the conclusion of mediation. The form shall include the same information as cited in D.1. above and the response at Step 2 as well as the exclusive representative's endorsement of filing.

1. **Selection of Arbitrator:**

- a. Within ten (10) days of receipt of the Step 4 grievance form, Employee Relations Services and Association staff shall attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve.
- b. In the event that the parties cannot agree upon an arbitrator, within the specified period, a list of seven (7) arbitrators experienced in hearing grievances in public schools shall be requested from the State Conciliation Service or the American Arbitration Association. The parties shall select an arbitrator from this list by alternately striking names. The order of striking shall be determined by flipping a coin.

2. **Powers of the Arbitrator:**

- a. The arbitrator shall have no authority to hear evidence and/or rule on any sections of this Agreement which were not present in the original grievance, Formal Level - Step 1.
- b. The parties shall attempt to agree upon a statement of the issue(s) to be submitted to arbitration. If the parties cannot agree, the arbitrator shall determine the issue(s) by referring to the written grievance documents.
- c. After a hearing and after both parties have had an opportunity to present written arguments, the arbitrator shall submit a decision within thirty (30) days.
- d. The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning, and conclusions on the issue(s) submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which changes or is violative of the terms of this Agreement. Subject to the limitations specified in Article VI, Section C., it is agreed that the remedy of the arbitrator may include such financial reimbursement as may be necessary to make the grievant whole for any monetary loss resulting from a violation, misapplication, or misinterpretation of the specific provisions of this Agreement.

ARTICLE XIII - GRIEVANCE PROCEDURE (continued)

- e. The decision of the arbitrator shall be submitted to the Association and the Director of Employee Relations Services, and shall be binding upon the parties.
- f. If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator only after he/she has had an opportunity to hear the merits of the grievance.

3. **Areas of Exclusion:**

The arbitrator shall have no power to recommend or resolve:

- a. Any issue arising out of the exercise by the Board or the Administration of its responsibilities under Article III, Reserved Rights of the District, except as modified by specific provisions of this Agreement.
- b. Issues involving evaluation other than procedures specifically identified in Article XIII, Evaluation Procedures.

4. **Cost of Arbitration:**

- a. All costs of the services of the arbitrator, including but not limited to, per diem expenses, travel and travel time, and the cost of any hearing room which is not the property of the school district shall be borne equally by the District and the Association.
- b. Either party may request that the hearing be recorded. The costs of a certified court reporter shall be paid by the party requesting the reporter and only the party paying for the reporter shall receive a transcript of the hearing. Alternately, both parties may mutually agree to share equally the costs of the reporter, in which case both parties shall receive a copy of the transcript.
- c. The grievant and required employee witnesses will be granted released time as necessary to participate in any hearing required by the arbitration process. The release of employee witnesses will be scheduled to minimize classroom disruption.
- d. Each party shall bear the expense of the preparation and presentation of its own case.

5. **Expedited Arbitration.** The parties may mutually agree that arbitration may proceed under the expedited Rules of the American Arbitration Association.

ARTICLE XIII - GRIEVANCE PROCEDURE (continued)

G. MISCELLANEOUS PROVISIONS:

1. **Right to Representation.** The District and the Association recognize the right of the employee to present grievances without involvement of the Association and the right of the Association to represent the employee who so requests it. Both the grievant and the respondent reserve the right to have representation at each of the steps.
2. **Time Limits.** The District and the Association agree that time limits in this Article may be extended by mutual consent. If the respondent at any step fails to meet the deadline for a response, the grievance may be appealed to the next higher step. Failure of the grievant to request an extension or to meet time limits shall render the grievance null and void.
3. **Conferences.** Upon request of either a grievant or a respondent, a conference shall be arranged for discussion of a grievance.
4. **Released Time:**
 - a. An employee with a grievance shall be granted reasonable released time to process the grievance.
 - b. The Association may, upon request of the grievant, have released time for an authorized representative to participate in a grievance conference.
 - c. The Association shall designate in writing to Employee Relations Services the names of unit members who are authorized as grievance representatives prior to the District's approval of released time.
 - d. Except for the informal conference, an employee must request approval from the site manager at least twenty-four (24) hours prior to being released from duties to participate as a grievant or representative in a grievance conference.
 - e. Released time shall be limited to one Association representative per grievance conference.
 - f. Released time for processing grievances at the site level shall be at times that do not disrupt direct service to students.
5. **Bypass to Appropriate District-Level Manager.** If the Association and Employee Relations Services agree, and where the site manager would not be the appropriate respondent, Level 1 of the grievance procedure may be

ARTICLE XIII - GRIEVANCE PROCEDURE (continued)

bypassed and the grievance brought directly to the appropriate District-level manager.

6. **Group Grievance.** If more than one employee shares in the same allegation, only one grievance may be filed in their behalf upon mutual agreement of the Association and the District manager named in the grievance.
7. **Filing of Materials.** All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
8. **Grievance Withdrawal.** A grievance may be withdrawn at any level without establishing precedent.
9. As per Government Code, Section 3543.5, the District shall not impose or threaten to impose reprisals, to discriminate or threaten to discriminate against employees, or otherwise to interfere with, restrain, or coerce employees because of their participation in the grievance procedure.
10. Issues properly addressed through the grievance procedure may not subsequently be considered through the District complaint procedure.

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ARTICLE XIV

Concerted Activities

- A. Apart from and in addition to existing legal restrictions upon and remedies for work stoppages, the Association, an employee organization as defined in the Act, hereby agrees that it shall not call, sanction, or participate in any strike, walkout, slowdown, or other organized withholding of services during the life of this Agreement. In the event of any strike, walkout, slowdown, or other organized withholding of services, the Association and its officers will take all reasonable steps within their control to end or avert the same upon knowledge of such concerted activity.
- B. Any employee engaging in or assisting any strike, walkout, slowdown, or other organized withholding of services in any District educational programs in violation of this Article, or concerted refusal to perform duly assigned services in violation of the Article may be disciplined up to and including termination within due process procedures.
- C. It is further agreed that the Association, an employee organization as defined in the Act, shall not engage in any picketing at District school sites and shall not involve students in activities covered by this Article.
- D. Further, it is understood that in the event this Article is violated, the District shall be entitled to withdraw any rights, privileges, or services provided for in this Agreement, in District policy, or by Government Code, Section 3543.1 from any employee and/or the Association for the duration of this Agreement.
- E. The District agrees that there will be no lockout of teachers during the term of this Agreement.

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ARTICLE XV

Effect of Agreement

A. It is understood and agreed that the specific provisions contained in this Agreement shall prevail over current and past District practices and procedures and over state laws to the extent permitted by State law, and that in the absence of specific provisions in the Agreement or in the law such practices and procedures are discretionary with the District.

B. It is agreed that, with the mutual consent of the parties, any provision of this Agreement may be waived if such waiver will support the educational mission of the school district. The process and structure for obtaining such a waiver will be known as Educational Mission: Innovation Advancement.

1. **Educational Mission: Innovation Advancement Committee:**

- a. The purpose of the committee is to consider contract waiver requests which may be submitted from any school site. This committee also will consider CDC/Head Start waiver requests.
- b. The committee will have eight (8) members, four (4) appointed by the Association and four (4) appointed by the District.
- c. The committee will meet during the duty day as needed throughout the traditional schedule school year. The duration of each meeting will be dependent upon the number of waiver requests to be considered. Substitutes will be called through normal procedures.
- d. The committee will be responsible for its own procedures, including the selection of a chairperson. Requested clerical support will be provided by the District.

2. **Requests for Contractual Waiver:**

- a. Requests for an individual site waiver of a specific provision(s) of the collective bargaining Agreement will be submitted to the Educational Mission: Innovation Advancement Committee accompanied by (a) evidence that the proposal is supported by at least two-thirds (2/3) of the affected bargaining unit employees who actually vote on the proposal, (b) the endorsement of the principal and appropriate assistant/deputy superintendent, and (c) the endorsement of the TALB Board of Directors. With respect to (a) above, it is understood that the voting process will be of sufficient duration to enable all affected unit members the opportunity to vote on the proposal.

ARTICLE XV - EFFECT OF AGREEMENT (continued)

- 1 b. Waiver requests will contain such other information as may be
2 required by the Educational Mission: Innovation Advancement
3 Committee (e.g., purpose, duration, effect, etc.). Any request which
4 deals with curricular matters will include information regarding
5 review through the District curriculum process.
6
7 c. To be recommended to the Superintendent for presentation to the
8 Board of Education the waiver request must receive the vote of at
9 least six (6) of the eight (8) committee members.

10
11 3. **Continuation/Termination of Contractual Waivers:**
12

- 13 a. An approved waiver will be reviewed annually to ensure that the
14 principal, the appropriate assistant/deputy superintendent, the
15 Association, and at least two-thirds (2/3) of affected bargaining unit
16 members who actually vote on the renewal wish to continue the
17 waiver through the next semester or school year, as specified.
18
19 b. If during this required annual review the principal and appropriate
20 assistant/deputy superintendent, or the Association do not wish to
21 continue the waiver, or if more than one-third (1/3) of the affected
22 bargaining unit members who actually vote on the renewal do not
23 wish to continue the waiver, the previously waived contract provision
24 will be automatically reinstated in its entirety at the beginning of the
25 next semester or school year, as specified.
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27 c. Except to the extent waived pursuant to this Article, the collective
28 bargaining Agreement will remain in full force and effect and have
29 full application to the bargaining unit employees who are affected by
30 an approved site waiver.
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ARTICLE XVI

Savings Clause

If any of the provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid except to the extent permitted by law; however, all other provisions will continue in full force and effect.

Subsequent to the final decision of a court of competent jurisdiction that any section, article, or provision is contrary to law, and at the request of either party, the parties shall meet within a mutually agreeable period of time to renegotiate the specific article, section or provision held to be contrary to law. (In no instance shall the period of time to open renegotiations be more than thirty (30) days from the date of the request of either party.)

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ARTICLE XVII

Completion of Meet-and-Negotiate Sessions

During the term of this Agreement, the District and the Association hereby waive and relinquish the right to meet and negotiate and agree that the District and the Association shall not be obliged to meet and negotiate with respect to any other subject or matter whether referred to or covered in this Agreement or not, even though each subject or matter may not have been within the knowledge or contemplations of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.

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ARTICLE XVIII

Term of Agreement

A. EFFECT

This Agreement shall become effective upon ratification and shall continue in effect to and including August 31, 2008. Except as provided in Section B. of this Article, there shall be no reopeners unless mutually agreed upon by the District and the Association.

B. REOPENERS

The Association or the District may reopen this Agreement for negotiation of the following article(s) upon written request no earlier than June 1, 2007 nor later than September 30, 2007:

- 1. Salaries:
- 2. Up to three (3) contract Articles each.

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AGREED AND RATIFIED

For the Teachers Association of Long Beach Negotiating Team:

Robert G. Joplin
Chief Negotiator

6/13/07
Date

District Representative:

David J. Miller
Chief Negotiator

June 3, 2007
Date

RATIFIED

For the Association:

Jon P. Diaz
President, TALB
6-13-07
Date

For the District:

Jim Choum
Vice President, Board of Education
7-11-06
Date

Alissa Sten
Superintendent of Schools and Secretary
to the Board of Education

7/11/06
Date

BARGAINING TEAM

TALB

Robert Joplin, Negotiator
Gina Bonetati
Helen Cox
Patria Daliva
Sandra Daniels
Michael Day
Corrin Hickey
Marc Hyatt
Davina Keiser
Sherry Keller-Vogeli
Carmen Simbillo
Barry Welsch
Patsy Williams

District

David Miller, Negotiator
Debra Ecung
Ruth Ashley
Shawn Ashley
J. M. Bowles
Brian Cowie
Gwen Mathews
Julie Nyssen
Kemba Olabisi
Lauren Shaw
Tim Spivey
Kim Stallings
Carol Willner

APPENDIX A

Calendars

The Long Beach Unified School District and the Teachers Association of Long Beach shall collaborate in the development of both traditional and year-round (60/20 and 60/15) calendars for the years 2004-2005, 2005-2006, 2006-2007. These calendars shall be agreed to by March 31, 2003. Each unit member will receive a copy of the applicable school calendar annually.

APPENDIX B

Salaries

Salary:

2005-06: 4% retroactive to July 1, 2005; increase longevity at 20th by \$1,500, 25th by \$1,000, and add 30th year longevity of \$2,500; increase doctorate to \$2,000.

2006-07: 6% on all salary schedules (excludes longevity) and stipends excluding BTSA, PAR, Deans, High School Small Learning Community; change the requirements for entrance into 5th column to BA+ 75+MA or MA+45 units.

2007-08: reopen salary and 3 articles each; District will pay increase, if any, in insurance premiums subject to contract language.

Stipend Agreement: All salary schedules, including Schedule S, are subject to salary increase except Schedule N. Schedule N will be increased per proposal in so far as it applies to regular contract teachers except that in Schedule N and elsewhere, all hourly stipends tied to Schedule N will increase 10% effective 7/1/06.

Compensation for Bilingual and Special Education Additional Assignments.

Each year for the duration of this Agreement, the District will commit \$300,000 for the purpose of compensating bilingual and special education teachers for additional assignments directly related to their area of specialization. To be eligible for this compensation teachers will:

- Hold either a Bilingual Crosscultural Language and Academic Development (BCLAD) or Special Education credential; and
- Have a current teaching assignment which requires such credential; and receive prior site and **PALMS/Special Education Office authorization** for additional assignment to accomplish specified tasks beyond their regular workday/work year.

Additional assignment as described above will be compensated per Schedule P and will be limited to \$1,000 per eligible employee per year.

Department Head – Additional Amount

All department heads will be compensated based upon the teacher periods of instruction within the department.

PROVISIONS FOR ADMINISTRATION OF SALARY SCHEDULES

A. REQUIREMENTS RELATIVE TO INITIAL PLACEMENT ON SALARY SCHEDULES:

1. Teaching Experience:

a. As authorized by Education Code, Section 45028, teachers are allowed credit for previous satisfactory K-12 credentialed teaching experience up to the maximum step on the appropriate column on the salary schedule, excluding career increments. For purposes of this Section, a total school year is defined as a period from the first day of the professional assignment through the final day of the regular professional assignment. If a teacher has served under contract for fifty (50) percent or more of the total school year or a full semester; has worked as a substitute teacher for one hundred thirty-five (135) days in one (1) school year; or has a combined service of one hundred thirty-five (135) days in one (1) school year under contract as a substitute or hourly teacher, credit will be given for one (1) year of experience.

b. **Adjustment for Previous Experience.** Official Verification of satisfactory K-12 credentialed teaching experience must be provided within the first three years of employment with the District. If an employee is hired by September 1 of the first year of employment, verification must be received in Human Resource Services by November 1 and salary schedule placement adjustment is retroactive to the beginning of that fiscal year. If verification is received after November 1, salary schedule placement adjustment will be effective the following pay period.

If an employee is hired after September 1 of the first year of employment, verification must be received in Human Resource Services within sixty (60) days of initial date of employment and salary placement adjustment is retroactive to the initial date of employment.

c. **Career Increments.** An employee who has not previously been employed by the District in a certificated assignment who has five or more years of previous teaching experience as defined in this Appendix will be granted exactly five years of credit toward attainment of the twenty and twenty-five year career increments. The maximum of five years of credit will be granted regardless of which step the new employee has attained on the salary schedule. In addition to the maximum credit, an employee who has been previously employed by the District and who returns to a certificated

APPENDIX B – SALARIES (continued)

assignment in the District shall be granted credit toward attainment of career increments only for those years of service served previously in the employ of the District.

2. **Experience Other Than Teaching:**

- a. In evaluating an applicant's experience other than teaching, the District may allow a maximum of four (4) steps on the salary schedule when this experience will contribute directly to the effectiveness of the major assignment for which the applicant is being considered. Two (2) years of experience under this provision are evaluated as equal to one (1) step on the salary schedule. This experience cannot be concurrent with credit for teaching experience, but part-time work experience might be combined with part-time teaching. Verification of not less than eleven (11) months of consecutive work of not less than twenty (20) hours per week may be computed as the equivalent of one (1) year toward the two-for-one requirement for work experience credit. In computing work experience on more than one (1) job, any interruption of service beyond one (1) month shall break the consecutive requirement, unless the prospective employee returns to the same position, with the same employer, within six (6) months without having been gainfully employed by another employer during that time. Partial years of credit are not additive.
- b. Nurses, school librarians, and speech/language teachers are given one (1) year of credit for one (1) year of full-time work experience in a non-school setting as a nurse or as a librarian, or as a licensed/certified speech/language pathologist up to a maximum of four (4) years per Section 2.a. above.
- c. In addition to the current rules for salary schedule placement purposes, for purposes of initial placement on the salary schedule, qualified speech/language/pathologists/specialists hired on or after July 1, 2006 to work in speech and language positions shall be allowed one step on the salary schedule for each year of verified work experience as a speech/language/pathologist/specialist in a non-school setting.
- d. **Military Service.** Military Service is credited as prior teaching experience only if the applicant actually taught while in the service in the field for which he/she is to be employed.
- e. Adjustment for previous experience official verification of service described in A.2.b. and A.2.c. of the Appendix must be provided within the first three years of employment with the District. If an

APPENDIX B – SALARIES (continued)

employee is hired by September 1 of the first year of employment, verification must be received in Human Resource Services by November 1 and salary schedule placement adjustment is retroactive to the beginning of that fiscal year. If verification is received after November 1, salary schedule placement adjustment will be effective the following pay period.

If an employee is hired after September 1 of the first year of employment, verification must be received in Human Resource Services within sixty (60) days of initial date of employment and salary placement adjustment is retroactive to the initial date of employment.

3. **Tentative Salary Placement.** Applicants who are considered favorably are asked to sign a statement relative to tentative salary placement that is mutually agreeable at the time of employment. Signing the “Tentative Salary Placement” form indicates that the tentative salary stated thereon is mutually agreeable.

Additional official, verified salary information presented by November 1 or sixty (60) calendar days after the initial date of employment which might indicate a need for change will be considered. If a salary change is warranted, the adjustment will be retroactive to the first day of paid service in the school year in which the official, verified information is received.

4. **Salary Schedule Placement:**

- a. Certificated employees who are given a contract are placed initially on the salary schedule in accordance with training completed at an accredited college or university before the first day of their contract year. If verification is received after the first day of their contract year, salary placement adjustment will be effective the following pay period.

- b. A teacher employed by the Long Beach Unified School District is placed on a step of the salary schedule in accordance with his/her experience. A teacher is advanced year by year, until reaching the maximum step on the schedule, provided he/she is under contract a sufficient number of days each year and qualifies for advancement.

c. **Beginning Teacher Salary Incentive Program.**

Since 1999 the District has participated in the Beginning Teacher Salary Incentive Program. District participation is contingent on the continuation of special State funding to support this program. As a result of continuing District participation, K-12 teachers holding a

APPENDIX B – SALARIES (continued)

valid California credential and assigned to specific schedules, columns, and steps listed below shall be compensated at an annual rate of pay greater than that provided to new employees who do not hold a valid California credential.

Schedule A3

Column 211, Steps A, B, C, D

Column 212, Steps A, B, C

Column 213, Steps A, B

Column 214, Step A

Schedule A4

Column 711, Steps A, B, C, D

Column 712, Steps A, B, C

Column 713, Steps A, B

Column 714, Step A

Schedule B3

Column 221, Steps A, B, C, D

Column 222, Steps A, B, C

Column 223, Steps A, B

Column 224, Step A

Schedule B4

Column 721, Steps A, B, C, D

Column 722, Steps A, B, C

Column 723, Steps A, B

Column 724, Step A

B. CREDIT ON THE SALARY SCHEDULE FOR ADVANCED WORK:

1. All college or university credit shall be from an accredited institution.
2. Placement on Column 012 or 022 is dependent on verification of twenty-eight (28) semester hours of upper division or graduate work beyond the Bachelor's Degree. Extra units earned prior to receiving the Bachelor's Degree shall not be accepted for placement on the scale of one (1) year above the Bachelor's Degree unless the extra units are of graduate standing, were not counted for the Bachelor's Degree, and are so indicated on the transcript.
3. Placement on Column 013 or 023 is dependent on (a) verification of fifty-six (56) semester hours of upper division or graduate work beyond the Bachelor's Degree or (b) verification of a Master's Degree.

APPENDIX B – SALARIES (continued)

4. Placement on Column 014 or 024 is dependent on (a) verification of fifty-six (56) semester hours of upper division or graduate work beyond the Bachelor's Degree plus the Master's Degree or (b) verification of a Master's Degree plus twenty-eight (28) semester hours of upper division or graduate work taken after the completion of the Master's Degree.
5. Placement on Column 016 or 026 is dependent on (a) verification of seventy-five (75) semester hours of upper division or graduate work beyond the Bachelor's Degree plus the Master's Degree or (b) verification of a Master's Degree plus forty-five (45) semester hours of upper division or graduate work taken after completion of the Master's Degree; or, (c) an earned Ph.D/Ed.D. degree. Other earned doctoral degrees may be considered when directly applicable to the initial/current assignment of the employee. No credit will be given for an Honorary Degree.
6. Beginning with the 2006/07 school year, full credentialed DIS speech/language/pathologists/specialists shall be paid an additional five percent (5%) annually (pro-rated over QWs) so long as they remain assigned as a speech/language/pathologist/specialist. The stipend does not apply to waiver or to a provisional or emergency credential.
7. The following equivalents will be granted for salary purposes:
 - a. Equivalent to a Bachelor's Degree:
 - (1) P.H.N. held by nurses;
 - (2) R.N. plus a Bachelor's Degree held by nurses;
 - (3) Designated Subjects Credential with specialization in Vocational Trade and Technical Teaching, full-time;
 - (4) Designated Subjects – Vocational Trade and Technical, preliminary;
 - (5) Assignment in a qualified Vocational Education Program for not less than forty (40) percent time is required for those qualifying under (3) and (4).
 - b. Equivalent to one (1) year above a Bachelor's Degree:
 - (1) Bachelor's Degree plus P.H.N. held by nurses;
 - (2) Bachelor's Degree plus a Bachelor's Degree in Library Science (regardless of the number of units) held by librarians;
 - (3) Designated Subjects Credential with specialization in Vocational Trade and Technical Teaching, full-time, plus twenty-two (22) units cleared, or Associate Degree or sixty (60) units equivalent, not cleared;
 - (4) Designated Subjects – Vocational Trade and Technical, preliminary, plus twenty-two (22) units cleared;

APPENDIX B – SALARIES (continued)

- 1 (5) Assignment in a qualified Vocational Educational Program
- 2 for not less than forty (40) percent time is required for those
- 3 qualifying under (3) and (4).
- 4
- 5 c. Equivalent to a Master's Degree:
- 6 (1) Bachelor's Degree plus a year of an approved Library School
- 7 Program which entails not less than twenty-eight (28) units
- 8 of graduate work for librarians;
- 9 (2) Bachelor's Degree plus twenty-eight (28) units including a
- 10 P.H.N. held by nurses;
- 11 (3) Five (5) year (twenty-eight [28] units required) or Life
- 12 Vocational Arts Class A Credential;
- 13 (4) Standard Designated Subjects Credential with specialization
- 14 in Vocational Trade and Technical Teaching, full time clear;
- 15 (5) Ryan Designated Subject – Vocational Trade and Technical,
- 16 clear;
- 17 (6) Assignment in a qualified Vocational Education Program for
- 18 not less than forty (40) percent time is required for (3), (4),
- 19 and (5).
- 20
- 21 d. Equivalent to one (1) year above a Master's Degree:
- 22 (1) Bachelor's Degree plus fifty-six (56) semester hours
- 23 including a year of an approved Library School Program
- 24 which entails not less than twenty-eight (28) units of
- 25 graduate work for librarians;
- 26 (2) Bachelor's Degree plus fifty-six (56) semester units
- 27 including P.H.N. for nurses;
- 28 (3) Five (5) year (twenty-eight [28] units required) or Life
- 29 Vocational Arts Class A Credential plus a Bachelor's
- 30 Degree;
- 31 (4) Five (5) year (twenty-eight [28] units required) or Life
- 32 Vocational Arts Class B Credential;
- 33 (5) Standard Designated Subjects Credential with specialization
- 34 in Vocational Trade and Technical Teaching, full time Life;
- 35 (6) Ryan designated Subjects – Vocational Trade and Technical,
- 36 Life;
- 37 (7) Assignment in a qualified Vocational Education Program for
- 38 not less than forty (40) percent time is required for those
- 39 qualifying under (3), (4), (5), and (6).
- 40
- 41 e. No equivalent shall be granted for two (2) years above a Master's
- 42 Degree except for a J.D. (juris doctorate) earned from an institution
- 43 accredited by the American Bar, that is applicable to the present
- 44 assignment of the employee as determined by Human Resource
- 45 Services.
- 46

APPENDIX B – SALARIES (continued)

f. Equivalent to a Ph.D. or Ed.D. Degree:
Other earned doctoral degrees may be considered when applicable to the present assignment of the employee as determined by HRS.

8. It is the responsibility of the employee to submit official transcripts to Human Resource Services by November 1 in order to advance on the salary schedule and receive salary schedule placement retroactive to the beginning of that fiscal year. If verification is received after November 1, salary schedule placement adjustment will be effective the following pay period. The date shown on the transcript indicating conferral of a degree or completion of coursework will be considered the official date of conferral/completion.

9. An employee who is on a leave of absence may take a full academic course load of advanced work at an accredited college or university. These courses shall be acceptable for salary credit at the time the employee returns from leave.

10. Travel in the United States or in foreign lands is not credited for advancement unless credit for the travel has been granted by a college or university recognized by the California State Department of Education.

11. After the Bachelor's Degree, courses for upgrading on the salary schedule must be of upper division or graduate standing. After election to the District and after the Bachelor's Degree, exceptions may be made for prior-approved lower division transfer credit courses and post-baccalaureate professional courses provided they are related to the present assignment of the employee. The granting of salary credit to any employee for such courses will be limited to a maximum of nine (9) semester hours during the entire time of the employee's service with the District. Request for exceptions must be received by Human Resource Services prior to the first day of attendance in the course and be approved by the Assistant Superintendent, Human Resource Services, following review by the Educational Mission: Innovation Advancement Committee (EM:IAC)

Denials of salary credit under the provisions of this Section may be appealed by the individual employee to Human Resource Services. Appeals shall be reviewed by the Educational Mission: Innovation Advancement Committee (EM:IAC) who shall recommend appropriate action to the Assistant Superintendent, Human Resource Services.

12. Exceptions to the requirement that all course work units must be taken at an accredited college or university may be made by action of the Educational Mission: Innovation Advancement Committee (EM:IAC) with the approval of the Assistant Superintendent, Human Resource Services. This committee is empowered to grant credit on the salary schedule for successful

APPENDIX B – SALARIES (continued)

completion of in-service courses offered by the Long Beach Unified School District which (a) involve attendance at sessions equivalent in time to college or university courses at the same unit value, (b) involve participation and related work equivalent to that required in college or university courses of the same unit value, (c) provide needed in-service opportunities not otherwise readily available, and (d) are found by the committee to be in the best interest of the instructional program of the District.

C. **SALARY INCREMENTS:**

1. Increments are granted to certificated employees who have been compensated for fifty (50) percent or more of the one hundred eighty-two (182) day school year under contract or who have combined service of one hundred thirty-five (135) days in one (1) school year under contract and as a substitute teacher. Any exception to this policy requires specific approval of the Board of Education.
2. An employee who at the time of resignation was classified as permanent and who is re-employed under contract within thirty-nine (39) months after the last day of service, shall be classified as and restored to all rights of a permanent employee, except as specifically limited by law.
3. A certificated employee who has a leave of absence (a) to serve as a member of the Peace Corps outside the United States, the Domestic Peace Corps (Volunteers in Service to America), or the Job Corps; (b) to teach in a foreign country; or (c) to take advanced professional and academic training is entitled to an increment the same as though he/she had been regularly employed. To receive such increment, the service or study during the period of leave must be verified. In order to qualify for the increment following a leave of absence for advanced professional and academic training, an employee shall verify that he/she undertook a full load as defined by the institution attended. A transcript of work taken and grades earned shall be filed within sixty (60) days of returning to duty. If verification is received after sixty (60) days, salary schedule placement adjustment will be effective the following pay period.
4. A certificated employee who is granted a military leave is entitled to such increment as would have been received had the employee remained in active service with the school district.

D. **ADDITIONAL EMPLOYMENT BEYOND THE CONTRACT POSITION:**

1. Employees in full-time contract positions shall not, during the period of time covered by the contract, engage in other gainful occupations which impair the efficiency and character of the school service rendered.

E. **OCCASIONAL PROJECTS – CURRICULUM WRITING:**

1. **During School Time.** Teachers will be released from their school assignment and scheduled for six-hour work days. Substitute teachers will be provided.
2. **During Vacation Time.** Teachers serving as curriculum planners and writers will be employed for a maximum of six hours per day and paid per hour at their regular contract daily salary rates divided by eight (8).
3. **Individual Writing Projects.** When an individual is able and willing to prepare a curriculum guide on one's own time during off-duty hours, that person may be elected to receive a lump sum honorarium or extra compensation for additional duties. Such extra compensation will vary with the magnitude of the projects.

F. **OCCASIONAL PROJECTS – IN-SERVICE:**

1. When a stipend is paid for participation in an in-service activity, the hourly rate (\$25.34) shall be increased for the duration of this agreement by the blended average of 2.25% which represents the salary adjustment that is retroactive to the beginning of the current fiscal year (July 1).

The only exception to this standard rate will be a specified in-service participation rate which is mandated by an agency other than the LBUSD as part of an approved grant or other specially funded program.
2. When a stipend is paid for serving as a presenter outside of the workday at an inservice activity, the rate is currently \$43.05 per hour or the regular hourly rate, whichever is higher. This rate includes documented and pre-approved preparation time outside of the workday for the planning of new presentations. This planning time shall also be paid at the same rate.

The only exception to this standard rate will be a specified presenter rate which is mandated by an agency other than the LBUSD as part of an approved grant or other specially funded program.

The hourly presenter rate will be adjusted by the same percentage as the average negotiated salary increase.
3. There is no obligation to offer a stipend for participation in or presentation of an in-service activity.
4. A stipend cannot be provided to participants or presenters for an in-service activity held during the regular duty day as described in Article V, Section A. of the K-12 Teachers Contract.

APPENDIX B – SALARIES (continued)

- 1 5. Except as specified in Article XIV of the K-12 Teachers Contract,
2 participants cannot receive both a stipend and salary credit for the same in-
3 service activity. (See Appendix B., Section B.12. and 13.)
4

5 G. **REGULATIONS GOVERNING PAYMENT FOR ADDITIONAL**
6 **ASSIGNMENTS:**
7

- 8 1. Compensation for extracurricular assignments is based on the level of
9 responsibility involved and the time commitment the employee must make
10 to assure the successful participation of students. Compensation is provided
11 in the form of a stipend paid on a quarterly basis during and occasionally
12 subsequent to the conclusion of the activity for which the employee is
13 providing instruction, direction, and/or coaching. Specific stipend amounts
14 are provided in Salary Schedule S which is distributed under separate cover.
15
16 2. In those sports where the team or individual team members advance to
17 championship post-season CIF competition, all employees providing
18 instruction, direction, and/or coaching shall be paid at a daily rate set up to
19 and including the last day of student participation. In certain sports, post-
20 season competition may require the continued participation of students
21 under the direction/supervision of the band director and/or the drill team
22 and pepster advisors. Daily rates for employees providing instruction,
23 direction, and/or coaching during periods of CIF post-season competition
24 are also provided in Schedule S.
25
26 3. The newspaper sponsor shall be paid .10 of the annual stipend listed in
27 Schedule S per issue not to exceed the total amount of that annual stipend.
28
29 4. When a certificated employee accepts an additional compensation
30 assignment, it is not intended that the assignment should be a bar to
31 accepting from the school district additional hourly employment. Earnings
32 from the employment in excess of his/her contract must not be greater than
33 he/she would have received at the maximum hourly rate for the year at the
34 maximum number of hours permitted (six [6] hours per week); further, the
35 additional employment must not interfere with regular contract duties and
36 must bear the approval of the principal. (School district work on Saturdays
37 and on vacation days is excluded.)
38
39 5. Payment of compensation is to be made on a quarterly basis during or
40 subsequent to the period in which the activity is in progress.
41
42 6. In cases of absences for a few days only, the work for which additional
43 compensation is being paid will await the return of the regular teacher,
44 except for the middle school playground program. In cases of lengthy
45 absences, where it becomes necessary for a replacement service employee
46 to carry on those duties for which additional compensation is allowed, the

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The following formula shall be used in computing the pay for a replacement service employee who has performed those duties for which the regular teacher would have received additional compensation:

Whenever the replacement service employee has earned this additional pay, it shall be included in the monthly payroll, rather than being allowed to accumulate. At the end of each activity, the amount paid the substitute shall be deducted from the amount set up for that activity.

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APPENDIX C

**Memorandum of Understanding
between
The Long Beach Unified School District
and
The Teachers Association of Long Beach
regarding**

Paperwork, Reporting Student Data, and Utilization of Technology

The Long Beach Unified School District and the Teachers Association of Long Beach agree to address the Association’s issues pertaining to paperwork, reporting student data, and utilizing technology in a collegial and collaborative manner. Both the District and Association agree that the “Elementary Committee for Paperwork Management” be charged with the responsibility of formulating responses to these issues and developing/ implementing appropriate interventions and procedures.

The Teachers Association of Long Beach and the District shall jointly review the success of the interventions and procedures on an annual basis and make recommendations for refinement of same, as needed, to the Superintendent and TALB Executive Director.

_____	_____
For the District	For TALB
_____	_____
Date	Date

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APPENDIX D

**Memorandum of Understanding
Between
Long Beach Unified School District
and
The Teachers Association of Long Beach
Regarding**

National Board Certification

12 The District and the Teachers Association agree to support participation by Long Beach
13 Unified School District teachers in the National Board Certification process. To encourage
14 this participation, the District and the Teachers Association agree to the following:

- 15
- 16 1. The District and the Association shall collaboratively support and participate in
17 recruitment of candidates for National Board Certification.
18
 - 19 2. Applicants must possess a baccalaureate degree from an accredited institution and a
20 clear credential and have at least three years of successful classroom teaching
21 experience.
22
 - 23 3. Applicants shall have three letters recommending acceptance into the pre-candidacy
24 program. At least one should be from an administrator who is familiar with the
25 applicant's teaching performance; the remaining letters of recommendation may be
26 requested from individuals chosen by the applicant who are familiar with the
27 applicant's performance in the classroom.
28
 - 29 4. Applicants must sign an agreement to participate in a pre-candidacy support program
30 which will require attendance at a minimum of two (2) meetings each month over a
31 six (6) month program. Participants will be provided release time for required
32 meetings held during the school day.
33
 - 34 5. A National Board Certification Oversight Committee shall be formed consisting of
35 three (3) classroom teachers selected by the Association and three (3) administrators.
36 Members of this committee shall select a chairperson and develop an agenda which
37 is responsive to their areas of responsibility. The responsibilities of this committee
38 shall include approval of training and assistance provided in both pre-candidacy and
39 candidacy support programs and monitoring the progress and level of commitment
40 demonstrated by program participants. At the conclusion of the pre-candidacy
41 program, the Oversight Committee shall approve or disapprove advancement of
42 participants from pre-candidacy to candidacy status.
43
 - 44 6. The initial assessment fee for National Board Certification is currently \$2,300.
45 Following approval by the Oversight Committee for National Board Certification, all
46 candidates shall apply to the California State Department of Education to participate

APPENDIX D - NATIONAL BOARD CERTIFICATION (continued)

in the Candidate Subsidy Program. Limited federal funding is available through this program in the amount of a \$1,000 subsidy. While all candidates may not be awarded this subsidy, it is the goal of both the District and the Association to minimize the cost of assessment fee expense to the District by making maximum utilization of available alternative resources. For participants who are advanced to the District Candidacy Program for National Board Certification, the District shall provide compensation for all assessment fee expenses not funded by alternative resources.

7. Following approval by the Oversight Committee for National Board Certification and before beginning the District Candidacy Program, participants shall sign a Statement of Intent in which they agree to render two (2) years of service in the employ of the District following completion of the National Board Certification process. In addition, the employee shall furnish a suitable bond indemnifying the governing board of the District for an amount equal to the initial assessment fee expenses incurred in the event the employee were to resign from the District before this two (2) year period has elapsed.

8. The candidacy program for teachers approved for participation in the National Board Certification process shall be one (1) year in length. Participation may be extended for a second year based on the recommendation of the Oversight Committee for National Board Certification and the approval of the Assistant Superintendent, Curriculum, Instruction, and Professional Development.

9. Candidates participating in the National Board of Certification process shall be provided technical and pedagogical support by the District designed to prepare and assist candidates working toward successful completion of required component tasks within the certification process.

10. Candidates who achieve National Board Certification shall receive additional annual compensation at a rate of five (5) percent of the base salary.

If teachers holding National Board Certification choose, they may serve as designated master teachers under the direction of the Assistant Superintendent, Curriculum, Instruction, and Professional Development. In this role teachers shall be expected to provide sixty (60) hours of service outside the employee's regularly assigned work year. Service shall be in one or more of the following areas:

- a. Assistance and guidance to new teachers and/or teacher trainees.
- b. Assistance and guidance to experienced teachers upon mutual agreement of the parties.
- c. Professional development activities.
- d. Curriculum development.

Employees who accept designated master teacher status shall receive additional compensation at a rate of an additional five (5) percent of the base salary. Such

APPENDIX D - NATIONAL BOARD CERTIFICATION (continued)

1 additional compensation shall be provided for the duration of National Board
2 Certification and shall be counted as salary or wages for employer contribution or
3 employee benefit under the State Teachers Retirement System/Public Employees
4 Retirement System. Federal and state income taxes will be deducted from additional
5 compensation as required by law.
6

- 7 11. The District and the Association are equally committed to Long Beach Unified
8 School District teachers' successful participation in the National Board Certification
9 process. The District and the Association also understand that in the initial
10 implementation of this program, there will inevitably be questions raised and
11 decisions which will need to be made relative to policy and practice. Both the
12 District and the Association agree that the Oversight Committee for National Board
13 Certification be charged with the responsibility of formulating responses to questions
14 and developing recommendations to the Assistant Superintendent, Curriculum,
15 Instruction, and Professional Development.
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19 Ratified 08.17.99
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APPENDIX E

**Memorandum of Understanding
Between
The Long Beach Unified School District
and
The Teachers Association of Long Beach
Regarding**

Structured Leadership Roles

13 The Long Beach Unified School District and the Teachers Association of Long Beach
14 agree that a variety of structured leadership roles shall be made available to bargaining unit
15 members. Structured leadership roles allow classroom teachers opportunities to draw on
16 their expertise in curriculum and instruction and to develop and hone leadership skills that
17 enhance their abilities to share this knowledge with colleagues. The District and the
18 Association agree to support these structured leadership positions which are described in
19 this memorandum, the procedures for selection of candidates for these positions, the
20 monitoring and assessment of individual performance, and the determination of limits on
21 the length of time that an incumbent may be assigned to such a position.

22
23 Curriculum, Instruction, and Professional Development

24 The Office of Curriculum, Instruction, and Professional Development offer several
25 positions in the areas of curricular and/or instructional leadership. These positions are
26 designated as either Curriculum Leaders or Lead Teachers. Certain positions are fifty (50)
27 percent positions and the remainder of these individuals' workdays shall be spent as
28 classroom teachers. Individuals serving in a fifty (50) percent position shall not be
29 provided a conference period as part of the assignment. Other individuals shall be
30 assigned on a one hundred (100) percent basis. Determination as to whether a position
31 shall be fifty (50) percent or one hundred (100) percent shall be made by the Assistant
32 Superintendent for Curriculum, Instruction, and Professional Development.
33 Responsibilities of Head Teachers and Curriculum Leaders are identified and listed on the
34 attached job descriptions. Selection of candidates, and monitoring and assessment of
35 individual performance shall be conducted by the Assistant Superintendent of Curriculum,
36 Instruction, and Professional Development or his/her designee. The continuation of a
37 candidate in this type of position shall be reviewed and determined on an annual basis by
38 the Assistant Superintendent of Curriculum, Instruction, and Professional Development.

39
40 Teachers serving in any of the structured leadership roles identified in this memorandum
41 shall be compensated according to the provisions of Schedule V in the Certificated Non-
42 Management Salary Schedules. Schedule V is provided immediately below for reference
43 purposes.
44
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46

APPENDIX E - STRUCTURED LEADERSHIP ROLES (continued)

1	Schedule V			
2	<u>Additional Amount</u>			
3	Leadership Differentials			
4	10.20 QW		13.00 QW	
5	<u>School Month Basis</u>		<u>Year-Round Basis</u>	
6	Step A	89.35		70.11
7	Step B	178.71		140.22
8	Step C	536.14		420.67

9

10 The positions listed below are Curriculum Leader assignments. The number of positions
 11 and the specific content areas of expertise may be reviewed, modified, eliminated, or
 12 expanded by the Assistant Superintendent of Curriculum, Instruction and Professional
 13 Development based on the needs of the District.

- 14 1. Elementary School Literacy/Step C
- 15 2. Middle/High School Literacy/Step C
- 16 3. Science/Step C
- 17 4. Foreign Language/Step C
- 18 5. Physical Education/Step C
- 19 6. Art (50 percent)/Step C
- 20 7. Music (50 percent)/Step C
- 21 8. Technology (interim appointment limited to ten (10) schools)/Step B

22

23 In addition to the eight (8) positions described above, there are also two (2) Head Teacher
 24 positions. These two (2) Head Teachers are responsible for the Science Resource Center
 25 and the Instructional Materials Workshop respectively. In addition to their regular
 26 teaching salary, teachers in these positions receive a stipend in the amount indicated in
 27 Step B in the Salary Schedule V.

28 Special Education Leadership Positions

29 The office of the Assistant Superintendent, Special Education provides a variety of
 30 leadership opportunities to teachers in this specific area. At the senior high schools and
 31 middle schools leadership roles have been performed by designated department heads.
 32 The present proposal calls for the creation of a position designated as Special Education
 33 Lead Teacher at selected elementary schools. The responsibilities of Lead Teachers are
 34 listed on the attached job description.

35

36

37 Lead Teacher positions shall be identified at selected schools based on the needs of the
 38 individual schools, the size of the special education staff, and the number of pupils
 39 receiving services at the school site. Selection of candidates for this position shall be a
 40 collaborative decision made by the principal and the Assistant Superintendent of Special
 41 Education.

42

43 Monitoring and assessment of individuals serving in the role of Lead Teacher shall be
 44 performed by the supervising administrator and shall be included as part of the regular
 45 evaluation process. The principal and the Assistant Superintendent of Special Education
 46 shall annually review the performance of individuals serving in Lead Teacher positions for

APPENDIX E - STRUCTURED LEADERSHIP ROLES (continued)

1 the purpose of determining whether individuals shall continue in this assignment for the
2 following year.

3
4 Employees who serve as Special Education Lead Teachers shall receive compensation
5 based on the number of pupils served at a school site and the number of teachers assigned,
6 excluding speech and language teachers. If a teacher is the only special education teacher
7 at a school site he/she shall be paid for additional service beyond his/her duty day at
8 his/her hourly rate. Authorization for additional hourly work and compensation needs to
9 be secured no less than seventy-two (72) hours before work is done.

10
11 Lead Teachers serving at sites where there are at least two (2)) special education teachers
12 shall receive a quadriweekly stipend on Step A on the Leadership Differential Schedule.
13 Lead Teachers serving at school sites where there are three to four (3-4) special education
14 teachers shall receive a quadriweekly stipend at Step B on the Leadership Differential
15 Schedule. Lead Teachers serving at school sites to which five (5) or more special
16 education teachers are assigned shall receive a quadriweekly stipend according to Step C
17 on the Leadership Differential Schedule.

18
19 The Teachers Association and the Long Beach Unified School District shall jointly review
20 the success of structured leadership role assignments on an annual basis. Recommendation
21 for refinement of procedures and modifications in policy will be forwarded to the Assistant
22 Superintendent of Special Education.

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Sick Leave Donation Program

Definitions

Extended Sick Leave: These are additional days of sick leave which have been donated by other District employees, both bargaining unit members and employees who are not members of the bargaining unit, from their own accrued monthly sick leave balances. These days of additional leave may be used to extend the recipient's sick leave and this leave may be taken on either consecutive or non-consecutive dates. The extended absence of the recipient must be due to the same illness or injury, conforming to the requirements for use of statutory sick leave. Illness or injury which qualifies as Workers' Compensation Leave is excluded from this program.

APPENDIX F – SICK LEAVE DONATION PROGRAM (continued)

Catastrophic Illness or Injury: Catastrophic illness or injury is defined as an illness or injury that has been concisely identified as such by the treating physician; the medical prognosis is the employee will be incapacitated for an extended period of time; and the employee's absence exceeds the individual's accrued paid leave.

Eligibility Requirements for Leave Recipients:

1. A bargaining unit member is eligible for extended sick leave if
 - a. he/she has exhausted all of his/her accrued paid leave, which includes but is not limited to sick leave;
 - b. he/she is suffering from a catastrophic illness or injury that is expected to incapacitate him/her for an extended period of time;
 - c. the incapacity suffered by the employee requires him/her to take time off from work beyond the number of days covered by the employee's accrued paid leave, and a financial hardship would result for the bargaining unit member.
2. The maximum number of days which a recipient may receive for the same illness shall be no more than the total number of duty days in the employee's work year.
3. Sick leave accrued by the recipient during the time he/she is on extended sick leave shall be credited against the employee's days of absence. These days are in addition to the maximum number of days of extended sick leave which the recipient is entitled to receive.
4. Unit members receiving remuneration under worker's compensation provisions shall not be eligible to draw extended sick leave.
5. Employees who may be eligible for disability payments under the State Teachers Retirement System (STRS) or the Public Employees Retirement System (PERS) shall apply for benefits at the earliest opportunity. Upon approval for receipt of STRS or PERS disability payments, the unit member's eligibility to continue to draw extended sick leave shall cease.

Guidelines for Donor Participants:

1. Any member of the bargaining unit who has available monthly sick leave balances may donate to an employee who is in need of extended sick leave. The required minimum donation shall be one day (eight hours).
2. Employees who are not members of the bargaining unit may also donate to the employee who is in need of extended sick leave, but under the provisions of this

APPENDIX F – SICK LEAVE DONATION PROGRAM (continued)

program, employees who are not members of the bargaining unit will not be eligible to draw such leave.

3. If an employee wishes to contribute more than one day, he/she may donate up to a total of five (5) days per year to a specific employee who has been authorized for extended sick leave. Employees donating more than one (1) day must have a balance of twenty (20) days of accrued monthly sick leave at the time of donation.

4. Donating employees must acknowledge in writing the donation is voluntary, irrevocable, and confidential and this written acknowledgement must be submitted to the Director of Payroll. Leave donated within the provisions of this program shall be deducted from the employee's accrued monthly sick leave days only.

Application and Approval Process for Extended Sick Leave:

1. In the event a bargaining unit employee suffers a catastrophic illness or injury, he/she shall notify his/her immediate supervisor or the payroll clerk at his/her work site as to the reason for his/her absence and identify said reason as a catastrophic illness or injury. A *Request to Participate in Sick Leave Donation Program*, shall be submitted by the affected employee to his/her principal/site administrator or his/her designee before paid sick leave is exhausted. Medical verification of the catastrophic illness or injury shall be provided by the requesting employee at the time the *Request to Participate in Sick Leave Donation Program* form is submitted.

In the event the unit member is personally unable to request this extension of sick leave, the unit member's designee may make the request on behalf of the applicant.

2. The principal/site administrator, or his/her designee, shall, within three (3) working days of receipt of the *Request to Participate in Sick Leave Donation Program* form and medical verification, review and fax and/or electronic mail both, along with a recommendation for approval/ disapproval, to the appropriate Assistant/Deputy Superintendent or his/her designee, who shall be responsible for the final decision to approve or deny the employee's request. Final approval or denial will be made and faxed to the principal/site administrator or his/her designee within three (3) working days following receipt in the office of the Assistant/Deputy Superintendent.

3. The principal/site administrator or his/her designee shall, within three (3) working days following notification of final approval, circulate by means of fax and/or electronic mail the *Donation of Sick Leave Hours* form to all schools and offices with a request to employees to donate sick leave days to the employee in need. The name of the employee shall be included in that request.

4. In the event the principal/site administrator or his/her designee receives notification the *Request to Participate in Sick Leave Donation Program* form has been denied by the Assistant/Deputy Superintendent, the principal/site administrator or his/her designee

APPENDIX F – SICK LEAVE DONATION PROGRAM (continued)

- 1 shall within three (3) working days notify the requesting employee or his/her designee
2 of this decision.
3
- 4 5. Upon being informed of a need for a sick leave donation and having decided to make a
5 donation, donor employees shall submit the *Donation of Sick Leave Hours* form
6 directly to the Director of Payroll.
7
- 8 6. Upon receipt of the *Donation of Sick Leave Hours* forms from the donor employee, the
9 Director of Payroll shall be responsible for processing these forms. This task shall
10 include:
11
- 12 a. Verifying that prospective donors have sufficient sick leave balances to allow
13 for the donation indicated by the employee.
14
- 15 b. Crediting the receiving employee with donated sick leave. Donated sick leave
16 will be provided in increments of no more than forty (40) total work days at
17 any one time.
18
- 19 c. Maintaining a record of the names of donors, the number of days each
20 employee has donated, and the dates the *Donation of Sick Leave Hours* have
21 been received.
22
- 23 d. Monitoring receiving employees' extended sick leave balance to ensure that
24 donated leave transferred does not exceed the total number of days in the
25 receiving employees' regular work year.
26
- 27 e. Notifying payroll clerks and employees at those work sites/schools to which
28 donors are assigned that donations have occurred and that donor employee sick
29 leave balances need to be adjusted accordingly on records at the work
30 site/school.
31
- 32 f. Notifying the payroll clerk at the work site/school to which the receiving
33 employee is assigned that the employee has received an initial extended sick
34 leave increment of up to forty (40) days. In the event that additional
35 increments are provided, a similar notification shall be communicated to the
36 payroll clerk.
37
- 38 7. Donated sick leave days will be distributed to the recipient by the Payroll Department
39 in increments of 40 days (320 hours) assuming that the number of days donated total
40 forty (40) or more. If less, the final increment shall reflect the balance of those days
41 donated.
42
- 43 8. If the requesting recipient exhausts all paid sick leave before final approval is secured
44 and is placed on statutory leave before the sick leave donation is approved, statutory
45 leave charged to the employee shall be restored upon determination of approval and
46

APPENDIX F – SICK LEAVE DONATION PROGRAM (continued)

1 days previously charged to statutory leave shall be charged to the sick leave donation
2 program.
3

- 4 9. If the total number of days which are donated to a specific employee is not used by
5 that employee, the balance of unused days shall be transferred to a designated sick
6 leave depository. Depository records will be maintained by the Director of Payroll,
7 and these records shall be available for review by TALB upon request. Days carried
8 over will be available to recipients whose requests are approved at a later date.
9
- 10 10. Receipt of extended sick leave benefits under this program shall delay the beginning of
11 the period of eligibility for statutory leave. The employee will become eligible for
12 statutory leave after all extended sick leave has been exhausted.
13
- 14 11. The maximum number of days which may be designated for an employee's use at one
15 time shall be forty (40). If the recipient needs additional days or if the number of days
16 initially donated is less than forty (40), the principal/site administrator shall renew the
17 appeal for additional days immediately prior to the depletion of the original donation.
18
19

Grievance Proceedings

20
21

- 22 1. This provision shall supercede any obligation of the District under Education Code
23 Section 44043.5.
24
- 25 2. If any part of this provision is held to be unlawful, the entire provision shall be null
26 and void. TALB and the District shall meet as soon as possible to review and revise
27 the provisions.
28
- 29 3. The provisions of this Section and the final decisions regarding approval or
30 disapproval shall be subject to the Grievance Procedure under Article XV of the
31 Agreement.
32
33
34

Evaluation of the Program

35
36

37 This program will be reviewed and re-evaluated by the Office of Employee Relations Services
38 and the Teachers Association of Long Beach (TALB) at the conclusion of one year of
39 implementation. The parties may agree to modifications in the program. Any major revision
40 or adoption of new language shall be discussed within the context of successor salary
41 negotiations between the District and the Association.
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RATIFICATION OF AGREEMENT
Sick Leave Donation Program

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For the District

For TALB

Date

Date

APPENDIX G

Memorandum of Understanding Between Long Beach Unified School District and Teachers Association of Long Beach Regarding

District Internet and Electronic Mail Guidelines and Procedures for Represented Certificated Staff

All access to Internet sites is routed through a “technology protection measure” designed to filter out material that is in violation of the District’s Internet policies. This filter will block most objectionable material. Users should be aware that some objectionable material may be missed by the filter and users, upon discovering the presence of such material, shall report offending sites to the Technology and Information Services Branch at extension 8411. Review processes are available to block sites with objectionable material and to request the removal of blocks to sites that users believe contain material that has educational benefit. Finally, an adult filter is available if the user submits a request and receives approval from the appropriate Assistant Superintendent and the Executive Director of Information Services.

Represented certificated employees are responsible for following generally accepted social standards for use of a publicly owned and operated communication tool. Represented certificated staff will maintain high standards of ethical conduct while using the system. Examples of unethical, unacceptable use of District technology equipment include the following:

- Sending, displaying, or accessing pornographic, abusive, obscene, or other objectionable language, graphics, or other media
- Unauthorized disclosure, use, and dissemination of personal information about students or employees
- “Hacking” or otherwise engaging in unlawful activities while online
- Using obscene language
- Harassing, insulting, or attacking others
- Intentionally damaging computers, computer systems, data, files, information or computer networks
- Violating copyright laws
- Using or distributing another’s password
- Trespassing in another’s folders, work, or files
- Intentionally wasting limited resources
- Employing the network for outside business or commercial purposes
- Sending or receiving of unethical, illegal, immoral, inappropriate, or unacceptable information of any type

APPENDIX G – DISTRICT INTERNET AND ELECTRONIC MAIL GUIDELINES
AND PROCEDURES (continued)

- Engaging in activities that cause disruption to the network or its systems
- Attempting to bypass the system security measures
- Reposting or forwarding without the permission of the sender a message sent to you privately which is of a confidential nature or one clearly designed to be read by a limited number of selected recipients
- Posting chain letters or engaging in “spamming” – i.e., sending an annoying or otherwise unnecessary message to a large number of people

The network is provided for represented certificated staff to conduct research, to communicate with others on academic topics, and to engage in legitimate District business. Individual users of the District computer networks are responsible for their behavior and communications on those networks. Users shall comply with District standards and will abide by the policies specified herein. Violations of the District policy described may result in access privileges being suspended or revoked, as well as other disciplinary action as warranted. Any commercial, political, or unauthorized use of those materials or services, in any form, is forbidden. All copyright laws must be observed.

Members of the certificated teachers bargaining unit may engage in teacher association business on the District computer networks. Such teacher association business shall be conducted during non-duty hours which are defined in Article IV, Section C of this Agreement. Association use of District e-mails shall be limited to the following: authorized Association representatives may use District e-mails to provide notice of meetings, agendas for meetings, minutes of meetings, confirmation of a meeting with a District representative, or a limited distribution communique between an authorized Chapter officer and a District representative; the Association will not use e-mail to denigrate the District or its personnel and will observe the prohibitions of Education Code, Section 7054.

The Long Beach Unified School District respects the privacy of all certificated teacher users. System administrators and their staff may not log on to a user’s account or view a user’s files without explicit permission from the user (for example, by setting file access privileges). Exceptions arise when the user’s account is suspected either of disrupting or endangering the security or integrity of any network systems or services or of violations of applicable school district policies, federal or state law. Even then, the system administrator must normally obtain prior approval of the Director of Information Services unless grave danger to the continued operation of the systems requires emergency action.

This does not preclude system administrators from maintaining and monitoring system logs of user activity from within the District firewall on school district property. Moreover, automated searches for files that endanger system security or integrity are preformed regularly to protect all users. System administrators may take appropriate action in response to detection of such files (typically removal of those files and possibly suspension of the user’s accounts until the matter can be resolved).

Use of the computer network may be revoked at any time for inappropriate use. The Technology and Information Services Branch, in collaboration with school administration,

APPENDIX G – DISTRICT INTERNET AND ELECTRONIC MAIL GUIDELINES
AND PROCEDURES (continued)

will be the sole determiners of what constitutes inappropriate behavior according to local, state, and federal law. The violation of any item contained in this policy may result in the loss of computer access and/or other disciplinary action, as well as possible punitive action as provided for by local, state, and federal law.

Security on any computer system is a high priority, especially any system that has many users and/or Internet access. Represented certificated staff members shall not let others use his or her account or password as he or she has a reasonable responsibility for all actions related to his or her account. Certificated staff must notify school administrators immediately if their password is lost or stolen or if they think someone has access to their account. Represented certificated employees are to use only the network directories and resources that have been assigned for their use. Unauthorized access to any other level of the system, or other system resource, is strictly prohibited. Users will make no attempt to bypass the District anti-virus software, firewall, filtering and safeguards. When finished with a computer represented certificated employees are expected to logout where appropriate.

Represented certificated employees are not allowed to install software onto the computers or the computer network without a valid purchase order or other proof of District or personal ownership. Legal software and/or data stored on local hard drives of District computers are subject to removal with prior notification and consent of the represented certificated staff member. Long Beach Unified School District shall take reasonable precautions to ensure the security, integrity, or longevity of data and/or programs stored on staff computers.

Represented certificated staff acknowledge that they share responsibility for any and all use of the District's computer network and that misuse could lead to liability and/or consequences that extend beyond the District's authority. The Long Beach Unified School District and its represented certificated staff members shall be held harmless from any use or misuse of the computer network by students. Long Beach Unified School District makes no warranty of any kind, whether expressed or implied, for the service that it is providing. Long Beach Unified School District will not be responsible for any damage users may suffer including, but not limited to, loss of data or interruptions of service as a consequence of equipment failure, either on or off District property. Long Beach Unified School District and its represented certificated employees are not responsible for the accuracy or quality of the information obtained through or stored on the system.

APPENDIX G – DISTRICT INTERNET AND ELECTRONIC MAIL GUIDELINES
AND PROCEDURES (continued)

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RATIFICATION OF AGREEMENT
District Internet and Electronic Mail Guidelines and Procedures for
Represented Certificated Staff

For the District

For TALB

Date

Date

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Teachers Association of Long Beach, CTA/NEA

4362 ATLANTIC AVENUE • LONG BEACH, CALIFORNIA 90807-2818

TELEPHONE: (562) 426-6433 • FAX: (562) 424-9352

Web Site: www.talb.org

UPDATE

May 9, 2010

TENTATIVE AGREEMENT ON CONTRACT

The District and TALB have reached a three-year tentative contract agreement. TALB and District teams negotiated all day and into the evening on Friday and reached the final pact at approximately 8:45PM.

SUMMARY DETAILS

Term: 3 years, 2009-2010, 2010-2011, reopener negotiations for 2011-2012 on compensation plus two items to begin on Feb. 1, 2011. By mutual agreement the District and the Association may reopen on compensation and evaluation as it relates to LBUSD Race to the Top grant application for 2010-2011.

Compensation: 2009-2010 – no changes.
2010-2011 – 5 furlough days.
2011-2012 – subject to reopener negotiations.

Benefits:

- Eliminate PacifiCare HMO
- Eliminate mental health double-coverage by dropping PacifiCare Behavioral Health for Blue Shield HMO – benefits are currently covered by Blue Shield HMO.
- Combine Delta DPO and Delta Premier -- no reduction in benefits or increased costs.
- Change Pharmacy provider from Walgreen's to System Rx for Blue Shield PPO and HMO. No reduction in benefits or increased member costs.
- Pro-rated employer contributions for eligible less-than-full-time unit members.
- Amend PPO plan to provide mental health and substance abuse consistent with HMO plans (improves PPO mental health and substance abuse coverage).
- Duration of Benefits: Modify language consistent with ongoing practice to require eligible employees to apply for Medicare A and B in order to receive benefits (current practice- no change in benefits).

Calendar: Furlough days scheduled for November 22-24, 2010, March 25, 2011, and March 28, 2011. Specialized calendars modified as necessary to reflect furlough days.

Jobs: Savings produced by furlough days savings and benefit changes applied to restoration of 200 TALB bargaining unit jobs at elementary, middle school, and high school levels. Jobs restored from final district layoff list no more than 30 days after final School Board action (approx. July 15). District agrees to provide TALB with data to verify restoration.

Transfers: Improved transfer language agreement.

GENERAL MEMBERSHIP MEETING AND RATIFICATION

A general membership meeting will be held at the Lakewood High School auditorium on Tuesday, May 18, starting at 4:30PM. Lakewood High School is located at (4400 Briercree Ave, Lakewood) The bargaining team will be available at this meeting to answer questions about the Tentative Agreement and for general discussion on the terms of the agreement. ***On May 19, 20, and 21 Site Association Reps will conduct a ratification vote at each school. A "YES" vote will approve the tentative agreement and it will go into effect. A "NO" vote means the contract is not approved and the parties will return to negotiations.***

The Bargaining Team unanimously recommends a YES vote on the agreement. The team includes: Barry Welsch – Chair (Jordan), Mark Ennen (Newcomb), Gina Bonetati (Prisk), Corrin Hickey (Lakewood), Patria Daliva (Anaheim Head Start), Patsy Williams (West CDC), Kecia Woods (Madison), John Van Tress (Jordan), Michelle Shipp (Newcomb), Kevin Quinn (Edison), Joe Boyd and Chris Callopy (TALB Staff). TALB thanks the Bargaining Team for their hard work, and their many volunteer hours in this very challenging round of bargaining. And a special thanks to TALB members for their solidarity and support.

SEE REVERSE FOR MORE INFORMATION

COMMON QUESTIONS ABOUT TENTATIVE AGREEMENT

DOES THE AGREEMENT INCLUDE HEALTH BENEFIT PREMIUM CO-PAYS? No, the District agreed to drop their proposal for monthly 5% uncapped health benefit premium co-pays.

WILL THE DISTRICT VERIFY THE JOB SAVINGS COMPONENT OF THE AGREEMENT? Yes, the District agreed to provide data to verify that 200 jobs will be saved for the coming year as a result of this agreement.

WILL WE NEED TO REOPEN THE AGREEMENT FOR ADDITIONAL SALARY OR BENEFIT CUTS IN 2010-2011? No, the District agreed to drop their proposal to immediately reopen the agreement for additional cuts next year.

WHAT IS THE RACE TO THE TOP REOPENER? The District is one of five Districts submitting a joint application for Race to the Top Federal funds. At this writing the District has provided few details on their proposal. It is clear that the proposal may include proposals around teacher evaluation, site awards, or other “reform” ideas. The District is moving forward unilaterally, but some aspects cannot proceed without negotiations. The agreement provides for bargaining if it is required, and mutually agreed to, regarding the District Race to the Top grant proposal.

WILL MANAGEMENT TAKE 5 FURLOUGH DAYS NEXT YEAR? The District says yes...but was not willing to agree as a part of the contract. The District is aware that if management does not at least take the 5 furlough days that it will make good faith negotiations for 2011-2012 very difficult, if not impossible.

WILL THE 5 FURLOUGH DAYS RESULT IN A REDUCTION IN MY STRS OR PERS SERVICE CREDIT? Legislation and related STRS regulations allows for the school year reduction without a loss in service credit for a full year. PERS regulations and reporting are more complicated. Pending legislation may resolve the PERS concerns. In the meantime, the District has agreed to work with TALB to resolve any issues for PERS members.

WILL THE HEALTH BENEFIT CHANGES ALTER MY COVERAGE OR COSTS? The changes in health benefits were intended to maintain the level of benefits, but reduce costs by eliminating duplicate coverage or changing vendors. In one case, coverage will be improved by the agreement (PPO mental health and substance abuse coverage). In one case, cost will increase as the District will make prorated premium contributions for eligible part-time employees.

WHEN WILL THE NEW TRANSFER LANGUAGE GO INTO EFFECT? TALB and the District will work toward implementing some of the new language as soon as possible upon ratification of the contract, but because the process is already starting most of the new procedures will not be fully implemented until the following year.

IF THE AGREEMENT DOES NOT PASS WILL THE JOB SAVINGS STILL OCCUR? No, all aspects of the agreement including furlough days, job savings, and transfer language, are pending a vote of approval by TALB members and the Board of Education.


WILL THIS AGREEMENT RESOLVE DISTRICT FUNDING SHORTFALLS PROJECTED FOR 2011-2012? No. The District has yet to provide any details regarding plans for 2011-2012, including balancing a projected multi-million dollar deficit. The size of the shortfall will depend on the State Budget in the next two years and both Federal and State legislation.

WHERE CAN I FIND THE AGREEMENT? The complete agreement is posted at www.talb.org.

**Long Beach Unified School District
to TALB
K-12 and CDC/Head Start
Memorandum of Understanding
7:45 PM
Article VI: Compensation
K-12 and CDC/Head Start
May 7, 2010**

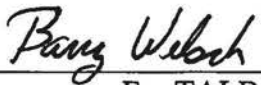
The Long Beach Unified School District and the Teachers Association of Long Beach agree to enter into this memorandum of understanding for the 2010-11 school year as follows:

1. Notwithstanding the provisions under Article VI (Compensation) of the current certificated collective bargaining agreements, the 2010-11 work year for unit members shall be reduced by five (5) furlough days with a commensurate reduction in salary based on a per diem calculation. Salary reductions shall be equally spread across the unit member's QW pay periods, except for those unit members under PERS, in which case the reduction shall be taken during the QW pay period in which the furlough day is scheduled in accordance with PERS regulations. The scheduling of these furlough days shall be as follows: November 22-24, 2010, March 25, 2011 and March 28, 2011. Other specialized calendars will be modified as necessary to reflect the above mentioned furlough days.
2. Upon request, Child Development Teachers with a work year of 177 days shall have the opportunity to make-up three (3) of the above five (5) furlough days during summer, winter, and spring breaks or off-track time in order to preserve the affected teacher's current service credit for the year.
3. The District shall restore a total of 200 K-12 bargaining unit members at the Elementary, Middle School, and High School levels from the final layoff list established by the Board on its final resolution to implement the certificated layoff, no later than thirty (30) work days following Board Action. Upon request, the District shall provide TALB with the final layoff list and related information to verify the restoration of the 200 K-12 bargaining unit members.
4. A salary schedule reflecting the reduced work year identified in paragraph (1) above shall be reflected in a modified salary schedule for 2010-11 which will be posted on the District's website.
5. This memorandum of understanding shall expire effective July 1, 2011 unless extended by mutual written agreement of the parties or otherwise through the collective bargaining process.
6. The provisions of this Memorandum of Understanding shall be subject to the grievance procedures contained in the current certificated bargaining agreements.



For the District
5/7/2010

Date



For TALB
5/7/2010

Date

**Long Beach Unified School District
Comprehensive Tentative Agreement
to TALB
K-12 and CDC/Head Start
8:00 PM**

May 7, 2010

The District proposes to maintain the current provisions of the certificated collective bargaining agreement except as indicated below.

Article IV: Association Rights, H.1.2

K-12 and CDC/Head Start

Modify association release time to clarify that the 200 release days specified in H.1 include the release time of the TALB Board of Directors.

Article VI: Compensation

B. Health and Welfare Benefits

Maintain current health and welfare benefits except as indicated below.

1. Effective January 1, 2011, eliminate PacifiCare HMO.
2. Effective January 1, 2011, eliminate double coverage by dropping PacifiCare Behavioral Health for Blue Shield HMO TALB bargaining unit members. These benefits are covered under the HMO plan.
3. Effective as soon as administratively possible, create a DPO Plus Premier dental plan by combining the two dental plans, Delta Premier and Delta DPO. This shall result in no reduction of dental benefits or increased bargaining unit member costs during the term of this agreement.
4. Effective January 1, 2011, change the pharmacy benefit provider from Walgreen's (WHI) to Systemed RX under the Blue Shield PPO and HMO plans. This shall result in no reduction of prescription benefits or increased bargaining unit member costs during the term of this agreement.
5. Effective 2010-11, the employer contribution shall be pro-rated for less-than-full-time unit members.
6. Eliminate the PacifiCare Behavioral Health plan and amend the PPO plan to provide outpatient mental health and substance abuse counseling consistent with the requirements and services provided to HMO participant plans.

C. Duration of Benefits

1. Modify language to conform to current practices regarding Medicare Plans A and B.

This benefit shall end when the retiree reaches age sixty-seven (67) on the condition that the retiree, if eligible, applies for coverage under Medicare Part A and B coverage at age sixty-five (65). Eligible employees who fail to apply for such coverage will not receive District health insurance from age sixty-five (65) to age sixty-seven (67). *Article VIII, C, 1, Lines 20-25*

Article VIII: Transfers

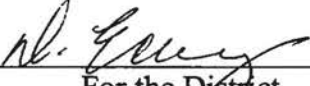
K-12

Implement the attached signed tentative language.

Article XVIII: Term of Agreement

K-12 and CDC/Head Start

- A. Extend the term of the certificated collective bargaining agreement through June 30, 2012 with reopeners for 2011-12 on Article VI (Compensation) and two other articles selected by each party. Negotiations for 2011-12 shall begin no later than February 1, 2011 with two full day pre-negotiation meetings focusing on the budget during the month of January 2011.
- B. Upon mutual agreement, the Association and District may reopen negotiations on Article VI (Compensation) and Article XII (Evaluation Procedure) concerning California's Race to the Top grant application for the 2010-11 school year.



For the District



Date



For TALB



Date

**Tentative Agreement
between
Long Beach Unified School District
and Teachers Association of Long Beach
K-12 Contract
7:50 PM
May 7, 2010**

ARTICLE VIII: Transfers

A. DEFINITIONS AND CONDITIONS:

1. This Article provides procedures for a change in work location (one school, office, or other District site to another) of an employee.
2. "Vacancy" as defined in this article is an open position which the District intends to fill. This excludes openings that occur during the school year and/or openings that the District determines not to fill.
3. "Seniority" for transfer as defined in this article for temporary, probationary and permanent employees shall be the first date of certificated contract service. Days/hours in areas including but not limited to pre-service, staff development, substitute teaching or summer employment will not be considered in determining seniority.
4. "Specialized positions" as defined in this article are positions that include one or more of the following:
 - a. Calendar year beyond 182 days;
 - b. Specific certification, experience, and training including but not limited to: Advanced/Finite Math; AP; GATE; TOSA; Special Education Autism, ED, and Transition;
 - c. Special skills in areas which are paid additional assignments; or
 - d. Non-traditional assignments including but not limited to: Multi-Age; GOC and CDS; Literacy; Dual Immersion; and TOSA.

The District and the Association will collaborate on additions to the list of specialized positions annually no later than two months prior to the March 15 posting date.

5. The District Transfer Committee shall recommend the placement of unassigned unit members to vacancies in accordance with the provisions of this article. The Committee shall attempt to match employee requests against identified vacant positions through the transfer process period commencing May 1 and ending on the seventh student day of the first week of the traditional school year. The recommendations of the Committee shall be advisory to the District. The District reserves the right to make the final determination.

The District Transfer Committee shall be composed of members appointed by the Association and the District. TALB shall designate: (a) two representatives to each committee, Elementary and Secondary; and (b) one representative representing Special Education to each committee, Elementary and Secondary. The District shall designate: (a) two representatives to the Elementary committee designated by the Elementary Assistant Superintendent; (b) one representative to each committee, Elementary and Secondary, designated by the K-8/Middle Schools Assistant Superintendent; (c) two representatives to the Secondary committee designated by the Assistant Superintendent of High Schools; and (d) one representative to each committee, Special Education Elementary and Special Education Secondary designated by the Assistant Superintendent Office of School Support Services. The District Transfer Committee shall include members of the Human Resource Services support staff to facilitate the process.

Placement recommendations for non-specialized positions made by the Transfer Committee shall be based on the criteria listed in Section E in the following order:

- a. Employer-Initiated Transfers: Ranked by Permanent, Probationary and Temporary Contract in order of seniority within each group. When possible, placement recommendations shall be made within each group considering the first three preferred school sites in addition to other site preferences indicated on the Request for Transfer application.
 - b. Employee Initiated Transfers: Ranked same as above
 - c. Return from Leave of Absence: Ranked in order of receipt of Request for Transfer to Human Resource Services.
6. To facilitate the staffing process, employees are expected to make known their leave, resignation, or retirement requests by March 1.
 7. Instructional Specialists and Nurses whose regular assignments involve travel between two (2) or more District work sites shall be assigned to schedules by the District following opportunity for advisory input as to employee preferences. These employees may request a transfer for all or a part of their assignment. These assignments shall be reviewed by the District Transfer Committee.

Resource Specialist Program and itinerant teachers shall not be subject to any employer initiated change in assignment during the work year without an opportunity to meet and consult with the appropriate manager regarding the need for the change.

B. EMPLOYEE INITIATED TRANSFER REQUESTS:

1. Lists of known vacancies for the next school year shall be posted in each school no later than March 15. Postings shall be sent to the TALB Office, to each school site for posting on a designated bulletin board in the faculty lounge, and posted on the District's website. Updates of current openings will be posted in March, April and May. Postings in June and July shall be made for information purposes only. The

lists shall include (a) the District elementary or secondary school; (b) grade level or subject matter; (c) track or schedule for year-round assignments; (d) other pertinent credential/special certification and/or job description information. TALB shall be sent a copy of each list.

2. On or before May 1, teachers, nurses, and librarians may submit requests for transfer indicating each position for which they are credentialed and which they would be willing to accept, whether or not that position appears as a vacancy.

Such transfer requests shall be made on the appropriate District form. If qualified, those who submit requests will be considered for all applicable positions as they become available through the end of the first seven (7) student days of the following traditional school year.

3. Additional vacancies shall be filled by the District as they occur throughout the spring and summer, up to the end of the first seven (7) student days of the following traditional school year. The District Transfer Committee shall monitor all vacancies until they are filled.
4. Factors to be considered for Employee Initiated transfers are contained in Section E of this article.

C. EMPLOYER INITIATED TRANSFER REQUESTS:

1. Changes in staffing other than those made under Section B. above shall be made whenever the District determines that there is a need (a) to reduce staff because of enrollment loss or discontinuance of a program, grade level, or school closure; (b) to balance a school staff in terms of gender, ethnicity, teaching experience, bilingual needs, magnet programs and/or co-curricular needs. In addition, employer initiated transfers may be made for other factors confidential to the employee and Human Resource Services.
2. When the manager determines the factors related to an employer initiated transfer necessitated by school, segment, or department enrollment loss, he/she shall ask for a qualified volunteer. In the event that no one volunteers, the manager shall select for transfer the temporary contract employee in the school, segment, or department with the least districtwide seniority. If there are no temporary contract employees in the school, segment, or department, the manager shall select the probationary employee who has the least districtwide seniority as a certificated employee. If there are no probationary employees in the school, segment, or department, the manager shall select the tenured employee who has the least districtwide seniority as a certificated employee.

Temporary contract, probationary, and tenured employees may be exempted from employer initiated transfer if the change would adversely affect any of the following: (a) compliance with state and federal requirements; (b) balance of numbers of males and females on faculty/department staff; (c) balance of ethnic

minority personnel on staff; (d) ability of the school to continue to staff quality curricular and co-curricular programs.

3. A manager will hold a conference in a timely manner with an employee who is to be transferred at employer request to discuss the reasons for the change. Upon request, the employee may have an Association staff or site representative present at the conference. The displaced employee shall be given priority consideration and the employee will have the opportunity to submit a transfer request indicating positions for which he/she is appropriately credentialed.
4. Notwithstanding the provisions in C.2. above, employees shall not be subject to transfers at employer request if they are fifty-nine (59) years of age or older, have been transferred at employer request within the previous three (3) years, or have volunteered in writing for transfer to their principal and were transferred in lieu of transfer at employer request.
5. Displaced employees who are transferred shall have the right to return to their last identical assignment if it is reinstated before the end of the seventh student day of the following traditional school year. Reinstatement may only occur as a result of an increase in student enrollment.
6. Factors to be considered for Employer Initiated transfers are contained in Section E of this article.

D. RETURN FROM LEAVES OF ABSENCE:

1. Employees returning from leave shall be assigned in the order their Request for Transfer is received by Human Resource Services.
2. To facilitate the staffing process, employees are expected to make known their leave, resignation, or retirement requests by March 1.

E. FACTORS IN DETERMINING TRANSFERS:

1. One or more of the following factors shall be considered in determining transfers initiated by employees or by the District:
 - (a) Credential(s) including Supplemental Authorization;
 - (b) Compliance with state and federal requirements, including but not limited to Education Code 35036;
 - (c) Department, grade level, or team teaching responsibility in the affected schools;
 - (d) Staffing needs of the schools (gender, ethnicity, teaching experience);
 - (e) Skills, experience, certification, and/or training and;
 - (f) Recommendation of site interview team.
2. When the District determines that the above factors are substantially comparable, seniority in the District as a certificated employee will determine transfers; except

that, in cases of equivalent seniority in the District, additional consideration will be given to the employee's length of service at the present school site.

3. The superintendent of a school district may not transfer a teacher who requests to be transferred to a school offering kindergarten or any grades 1 to 12, inclusive, that is ranked in deciles 1 to 3, inclusive, on the Academic Performance Index if the principal of the school refuses to accept the transfer pursuant to Education Code, Section 35036.
4. Under E.1.f above, a selection process shall be required for specialized positions as defined in section A.4 posted by the District. All individuals who requested a transfer to that position will be given the opportunity to participate in the selection process. Site interview teams, comprised of a majority of unit members, shall provide recommendations for consideration to the site administrator. The site administrator shall make the final recommendations for consideration to the District Transfer Committee(s) in accordance with A.5 above.
5. Any employee is eligible to initiate a transfer request or volunteer for displacement when his/her most recent final evaluation is satisfactory in all areas.

F. MISCELLANEOUS PROVISIONS:

1. Employees who are to be transferred shall be given notice of tentative assignment normally prior to the close of the school session year. Those transferred after the close of the school year shall be notified by mail.
2. It may be necessary to make employer/administration initiated transfers or employee initiated transfers during the school year. Such changes shall be made at a time and in a manner that the District determines to be least disruptive to the educational program or support service.

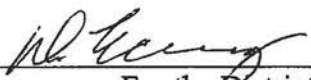
Employees who are transferred during the school year will be given as much advance notice as possible. Those who so request shall be allowed one (1) day of preparation time and reasonable custodial assistance in moving the employee's materials to the new work location.

3. Employees who are transferred at employer request at the end of the school year shall be given reasonable custodial assistance, upon request, in moving materials to the new location.
4. Employees who are granted their transfer requests shall not be eligible to apply for a subsequent transfer for at least three (3) years except with the consent of the District.
5. An employee who has received an employer initiated transfer and who was not placed in a position he/she requested shall be placed in the first priority grouping of employee initiated transfers for placement in the subsequent year if the employee submits a Request for Transfer.

6. Teachers who are assigned to sites with multiple campuses such as Poly/PAAL and Jordan/Jordan Freshman Academy are considered to be assigned to the same site. Movement between the two campuses shall not be defined as a transfer.

G. CALENDAR CHANGES:

1. Teachers transferring within the same fiscal year from a year-round assignment to a traditional assignment shall be expected, through election for additional service, to work the total number of days remaining in the traditional calendar.
2. Teachers transferring from schools on traditional calendars to schools on year-round calendars shall be provided the opportunity to work additional days during their first year of service in the year-round school to assure they earn a full year of State Teachers Retirement System/Public Employees Retirement System service credit. Teachers in year-round schools who change tracks and need to work additional days to assure a full year of state Teachers Retirement System/Public Employees Retirement System service credit shall be provided the same opportunity.
3. As schools convert to year-round calendars, those employees who would prefer the traditional school schedule are encouraged to submit requests to transfer to schools which have not yet converted to year-round. Such requests will receive priority consideration during the transfer and assignment process.



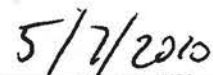
For the District



For TALB



Date



Date