

Tentative Agreement between
Long Beach Unified School District
and
Teachers Association of Long Beach

K-12

March 25, 2021

The Long Beach Unified School District (District) and the Teachers Association of Long Beach (TALB) have completed negotiations for the 2019-2020 and 2020-2021 school years and agree to maintain the provisions of the current certificated bargaining agreements for 2019-2020 and 2020-2021 except as follows:

Article V: Days and Hours of Employment

A. Workday

3. 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; (e.g., 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 Office of School Support Services.**

Article VI: Compensation

Appendix B: Salaries

Salary: 1% increase to bargaining unit salary schedules, stipends, and rates of pay for 2019-2020 retroactive to July 1, 2019. 2% increase to bargaining unit salary schedules, stipends, and rates of pay for 2020-2021 retroactive to July 1, 2020. An additional one time off schedule payment of 2% for 2020-2021 based on the unit members' earnings for the 2020-2021 fiscal year.

Article VII: Leaves of Absence

A. LEAVES OF ABSENCE (GENERAL):

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.

C. LEAVES OF ABSENCE WITH PAY:

3. Sick Leave:

- c. An employee in less than a full-time assignment and/or employed for less than a full contract year shall receive and have sick leave deducted in direct proportion to the percentage of the assignment; e.g., an employee with a fifty (50) percent assignment shall earn fifty (50) percent of what a ~~one-hundred (100)~~ (100) percent assignment shall earn.

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

- b. Where possible, and with the exception of ~~(8)~~ (7) 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.

The District may require an employee to be examined by an independent licensed physician selected by the District to determine whether the illness or injury is related to the same illness or injury previously claimed by the employee for the statutory sick leave.

Article VIII: Transfers

- H. **GUIDELINES FOR CHANGE OF ASSIGNMENT – TEACHER SUPPORT:** The Long Beach Unified School District and the Teacher Association of Long Beach have entered into a Memorandum of Understanding (MOU) – Guidelines for Change of Assignment – Teacher Support dated March 23, 2021. The District and TALB will meet in October of 2021 to review the effectiveness of MOU. This MOU will expire on June 30, 2022.

The Memorandum of Understanding reviews assistance teachers will receive from sites to support a smooth adjustment period for affected teachers who are transitioning to a new content area/grade level, and/or moving schools.

Article XVIII: Term of Agreement

- A. Full contract shall be opened for 2021-2022.

Appendix D: National Board

2. Applicants must possess a baccalaureate degree and clear credential from an accredited institution, and a clear credential and have at least three years of successful classroom teaching experience as a regular contract teacher, and be a regular contract permanent teacher or a teacher with a specialized contract for at least five (5) consecutive years.
6. The initial assessment fee for National Board Certification is approximately \$2200 \$2,275. For participants who are advanced to the District Candidacy Program for National Board Certification, the District shall provide compensation for all initial assessment fee expenses and one retake in a section.

Appendix F: Sick Leave Donation Program

Guidelines for Donor Participants

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

MOU - CCT (Attached)

MOU - Guidelines for Change of Assignment Teacher Support (Attached)

MOU – Mandated Training and Professional Development (Attached)

Signatures

For TALB:

Corrin Hickey
TALB – Lead Negotiator

Date

Dr. Christine Kelly
TALB – President

Date

For the District:



Steven Rockenbach
Director of Employee Relations and Ethics

3-25-21
Date