



Teachers Association of Long Beach, CTA/NEA

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SUMMARY DETAILS OF TENTATIVE AGREEMENT COMPENSATION & CONTRACT LANGUAGE 2021-22 CDC/HEAD START & ETK-12

TALB and the District have reached a tentative agreement.

K-12 and CDC/Head Start - SALARY INCREASE: 4.5% on schedule – 2.5% off schedule.

- ✚ **4.5% increase** to bargaining unit salary schedules, career increments (longevity), stipends, and rates of pay retroactive to July 1st, 2021 in perpetuity. An additional one time off schedule payment of **2.5%** based on **ALL** of the unit members' earnings for the 2021-22 fiscal year (July 1st, 2021 – June 30th, 2022). – [IEP's, training, tutoring, workshops, etc.]

TENTATIVE AGREEMENT – FREQUENTLY ASKED QUESTIONS

DOES THE SALARY INCREASE & OFF SCHEDULE PAYMENTS APPLY TO ALL SALARY SCHEDULES, ANNUAL CAREER INCREMENTS, RATES OF PAY, AND STIPENDS? Yes

WHEN WILL WE GET OUR RETRO CHECK? If the Tentative Agreement is ratified by the TALB membership, the District reports they intend to get the salary schedules and retro pay for compensation on schedule by the end of this school year 2021-22. IF the tentative agreement is ratified, LBUSD Board of Education members must approve the agreement as well. Once everyone signs off, then LBUSD payroll will set out to provide the increases in compensation. Ideally by June. We will update the membership with dates as they become available. In order for bargaining unit members to receive their “off-schedule 2.5% increase, the current fiscal year must close on June 30, 2022. Payroll then looks at all of the work you have performed on salary or in any other capacity (IEP’s, training, tutoring, workshops, etc.) from July 1, 2021 through June 30, 2022. Payroll will target September 2022, which will include the 2.5% off schedule. Specific dates will be provided after ratification in upcoming newsletters.

WHO IS ON THE TALB BARGAINING TEAM? **Bargaining Chair:** Corrin Hickey – Lakewood H.S., **Bargaining Members:** Julie McCall – Neslon M.S., John Kane – Jordan H.S., Gerry Morrison – McBride HS, Maritza Summers – Mann E.S., Kevin Quinn – Edison E.S., John Solomon – MacArthur E.S., Sybil Baldwin – CDC, Maria Garcia – Head Start & Chris Callopy – TALB Staff

WHAT WILL HAPPEN IF THE TALB MEMBERSHIP REJECTS THE TENTATIVE AGREEMENT? The terms of the Tentative Agreement won't take effect and we will return to the bargaining table and continue negotiations.

SHOULD I VOTE IN FAVOR OF THE TENTATIVE AGREEMENT? Each TALB member must make their own assessment on how to vote, but we strongly encourage **every member to vote**. The Bargaining Team recommends a **YES** vote on the agreement. The TALB Executive Board recommends a **YES** vote on the agreement.

Calendar for Ratification

General Membership Meetings to discuss the Tentative Agreement - Question & Answer with your bargaining team, TALB leadership at Longfellow E.S. on May 10th, 2022 from 4:30 p.m. to 5:30 p.m.
Longfellow E.S. 3800 Olive Ave, Long Beach 90807 - Auditorium
Tuesday, May 10th from 4:30 p.m. to 5:30 p.m.

Voting on the Tentative Agreement Begins Wednesday May 11 through Friday May 13 @ 4:30 p.m.
(Electronic Voting through Simply Voting) Voting results will be posted in the electronic newsletter on Saturday, May 14.

Do we have your personal e-mail? That is where your ballot will be sent.

CDC – Head Start members will vote for changes in their contract.

K-12 members will vote for changes in their contract.

Once again our all VOLUNTEER Leadership Team appreciates your support. It has been a challenging year, being back in-person, for a full year. Not since the 2018-19 school year have we had an entire year with in-person instruction, 3 years ago.

There is some promising news. [Currently the Assembly Committee Chair, Patrick O'Donnell, Long Beach is working on an Education Finance bill for the 2022-23 fiscal year.](#) While the governor has to approve it, the Education Budget Committee is looking at a large “ongoing” increase to education. This is critical for the “continuous” running of programs and maintaining competitive packages for employee retention. While it is too early to tell, by the end of June 2022, we'll have a better idea what school financing will look like on July 1, 2022. We will keep you posted.

TALB - K12 AND CDC/HEAD START NEGOTIATIONS FOR 2021-2022

**Tentative Agreement between
Long Beach Unified School District
and
Teachers Association of Long Beach
K-12
April 29, 2022**

The Long Beach Unified School District (District) and the Teachers Association of Long Beach (TALB) have completed negotiations for the 2021-2022 school years and agree to the full successor agreement set to take effect on July 1, 2022 and terminate on June 30, 2024. Both parties agree to maintain the provisions of the current certificated bargaining agreements except as follows:

ARTICLE II – RECOGNITION OF EXCLUSIVE REPRESENTATIVE

- B. **CERTIFICATED K-12 EMPLOYEES UNIT SHALL INCLUDE:** All regular certificated employees under contract including classroom, JROTC, ~~WBI~~ **CTE**, specialist teachers, Speech Language Pathologists, Special Day Class Preschool teachers, Transitional Kindergarten teachers, and program facilitators, nurses, librarians, **school and guidance counselors, psychologists**, 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 **Head** Counselors, **Lead Psychologists**, Child Development Center teachers, Head Start teachers, substitute teachers, part-time hourly teachers, and management, supervisory, and confidential employees.
- 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: temporary funding sources; projected enrollment growth or decline; projected numbers of leaves of absence; credential status; complete employment file; permanent residency status; first-aid requirements; recommendation of immediate supervisor.

ARTICLE IV – ASSOCIATION RIGHTS

- A. **ASSOCIATION USE OF DISTRICT FACILITIES:** The Association and its members may utilize District school buildings and facilities.
4. **Use of School Telephones and Cell Phones:**

- 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 or **personal cell 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.

G. **NEW UNIT MEMBER INFORMATION**

Except for unit members who have submitted written requests pursuant to Government Code section 6254.3 (c) prohibiting the disclosure of their home address, home telephone number, personal cellular telephone number, personal email address, or ~~hire date~~ **of birth**, the District shall provide TALB with unit member information on the new teacher hires.

The unit member information will be provided to TALB electronically via a mutually agreeable secure FTP site or service, at TALB's expense, within thirty (30) days from the date of hire. This contact information shall include the following items, if they are included in the District's records, with each field in its own column:

- i. First name;
- ii. Middle initial;
- iii. Last name;
- iv. Suffix (e.g. Jr., III);
- v. Job title;
- vi. Department;
- vii. Primary worksite name;
- viii. Work telephone number;
- ix. Work telephone extension;
- x. Home, street address (incl. apartment #);
- xi. City;
- xii. State;
- xiii. ZIP Code (5 or 9 digits);
- xiv. Home telephone number (10 digits);
- xv. Personal cellular telephone number (10 digits);
- xvi. Personal email address of the employee;
- xvii. Hire date

Periodic Update of Contact Information: Subject **to prohibitions of disclosure outlined to 1.b** above, the District shall provide TALB with a list of all bargaining unit members' names and contact information on the last working day of September, January, and May of each school year. The information will be provided to TALB electronically via a mutually agreeable secure FTP site or services at TALB's expense.

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.

J. ASSOCIATION LEAVE:

1. The District will grant to the bargaining unit as a whole a total of two hundred fifty (250) days per fiscal year (July 1-June 30) of released time for unit members to attend workshops, conferences, or other activities sponsored by the Association as identified by H.**a 1** and H.**b 2**. The TALB president or his/her designee shall submit in writing the information and the names of unit members who are authorized to use the association leave days to Employee Relations Services prior to an employee's application for the released time. Written application for approval for such released time must be submitted by the employee on the appropriate District form to the site manager at least five (5) working days prior to the anticipated absence.

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 maintained at each school site and **posted on the school's website and the District approved learning management system teacher's page** 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.

In the elementary schools, teachers shall report for duty and check their mailboxes and email no later than fifteen (15) minutes before the opening of class except when assigned before school duties. Teachers shall remain until after the close of the last scheduled class of the day for Grades 4 and 5, 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 ("Kindergarten" includes transitional kindergarten, as defined in Education Code Section 48000)** 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 classrooms at teacher discretion in collaboration with the site administrator. Note: Unless and until negotiated otherwise, the extended or full day kindergarten will remain voluntary, but no contractual waiver is required.~~

Beginning the 2022-23 school year, TALB and the District agree to convene a joint committee to meet quarterly to review program support, professional development, analyze data and provide recommendations for improvement. This committee will continue through the length of this contract 2024-25.

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

Historically, the secondary teacher workday is comprised of six periods (one of which is a conference period). **Block Schedules and 7-period day schedules are alternate schedule options for secondary school sites. Administration and the Site Based Decision Making Body (SDM) will mutually agree upon the schedule format. In the absence of a SDM, the Instructional Leadership Team (ILT) made up of a majority of teachers, may serve this role. Schedule formats must include a daily conference and may not exceed maximum student contacts. Approval of the schedule will be based on a majority (50% plus 1) vote of those Bargaining Unit Members voting. The voting process will only occur to change a schedule. Approved schedules must remain intact for two (2) years. In the event of a fiscal emergency and/or changes in law impacting schedules, this process may be revisited by the District prior to the expiration of the two-year term after consultation with TALB.** 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,~~ **certificated staff** may be required to attend on-site meetings not to exceed a total of ~~six (6)~~ **four (4)** hours beyond the instructional day **or duty day for counselors and psychologists.** ~~Two (2) of the six (6) four (4)~~ **additional** hourly monthly meetings **may be added** 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 Superintendent's Office of School Support Services.**

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

The on-site workday for counselors and psychologists shall be eight (8) hours per day exclusive of lunch.

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.

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 on-site duty day. Such duties may involve activities such as sponsorship of student activities, and participation in school, districtwide, and parent-community committees and/or functions. 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 (20) hours per semester or forty (40) per year, exclusive of faculty/department meetings.

Psychologists and counselors will not be subject to adjunct duty as described for teachers. However, psychologists and counselors are responsible for coordination with outside agencies such as, but not limited to, Department of Children and Family Services responses, working with psychiatric response teams and School Based Mental Health.

14. **Electronic Grading and Communication System**

At the secondary level, an online gradebook shall be maintained and updated by the unit member at least each month, or more frequently as determined by the Site Shared Decision Making Committee. Grades shall be submitted electronically by the unit members at all grade levels at the designated reporting periods. Grading guidelines and reporting period dates shall be provided at the beginning of the school year by the site administrator or designee. **Grade reporting periods shall align with state mandates.** Any technology failure shall be reported immediately by the affected unit member to the site administrator and/or designated support personnel (e.g. help desk).

B WORK YEAR:

3. Counselors and School Psychologists:

- a. **Traditional Schedule.** The assigned work year shall encompass two hundred twenty (220) assigned days (one hundred ninety-three [193] actual days), dates for which are specified in the calendars (see Appendix A).

Note: Balance of section B - Work Year will need to be renumbered.

ARTICLE VI – COMPENSATION

A. SALARIES:

7. Catalina Island Employees:

- a. Full-time employees who actually work and reside on Catalina Island shall receive a salary addition as provided in the Certificated Non-Management Salary Schedule. In addition, effective the first school day each year, Catalina Island employees shall receive a travel expense allowance. For 2018-19 ~~2021-2022~~, the allowance is **\$1,153.78** ~~\$1,120~~. 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.
9. **403(b) and 457 Plans.** Unit members may participate in the District approved tax sheltered annuity plans, including the 403(b) **and 457** plans, 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 when considering a change in the 403(b) **or 457** third party administrator.

B. HEALTH AND WELFARE BENEFITS

6. **Health Insurance.** Employees may choose coverage for themselves and their eligible dependents or ~~same gender~~ domestic partners for whom a Declaration of Domestic Partnership is currently on file in the office of the Secretary of State for the State of California. A choice shall be made from any one of the approved plans described below during the enrollment period announced by the Risk Management Branch.

- c. **PPO. COMPREHENSIVE MAJOR MEDICAL.** Continuation of existing plan without modification of benefits, except as noted.
- c. **Chiropractic Care PPO: Up to 25 visits per injury. Extra visits must be deemed medically necessary as of 1/1/22**

Appendix B: Salaries

Salary: 4.5% increase to bargaining unit salary schedules, stipends, and rates of pay for **2021-2022** retroactive to **July 1, 2021**. An additional one time off-schedule payment of **2.5% for 2021-2022 based on the unit members' earnings for the 2021-2022 fiscal year.**

Salary Schedule S -Additions

- **Beach Volleyball: Standard coaching stipends assigned to similar levels**
- **Lacrosse V & JV: Standard coaching stipends assigned to similar levels**
- **Cheer: Standard coaching stipends assigned to similar levels**
- **Academic Team Coach: Same Stipend as Speech Director - \$4533.03**

Article VII - LEAVE OF ABSENCES (K-12)

C. LEAVES OF ABSENCE WITH PAY

3. Sick Leave:

- d. **Kin Care Leave (Labor Code § 233):** Full time unit members shall be entitled to use six (6) days of accrued and available sick leave each school year to attend to an illness of **or take to a doctor for preventive care** a child, parent, parent in law, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. This leave shall be prorated for part-time unit members. **The District may require a statement of verification from a physician or a recognized practitioner verifying the illness of the employee's family member.**

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.

10. Parental Leave for Child Bonding/Child Care

- a. When a unit member has exhausted all current and accumulated sick leave and continues to be absent on account of parental leave under the California Family Rights Act (Government code § 12945.2), he/she shall be entitled to statutory half pay for the remainder of the 12-workweek period. Such half pay shall be paid as set for in Section VII.C.5, but shall not count against the leave entitlement set for in that section. In order to use statutory half pay during parental leave, the unit member must be eligible for leave under the California Family Rights Act, except that he/she is not required to have worked 1, 250 hours in the 12 months immediately preceding the leave.

- 11. 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. **Employees who receive compensation from the court for jury service performed during a regular duty day, shall reimburse the district that exact amount.** In the interests of supporting continuity of instruction, both the Association and the District encourage employees to postpone jury duty during non-work days. 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 during non-work days.

ARTICLE IX - SAFETY CONDITIONS OF EMPLOYMENT

- 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.
 - c. Reimbursement for non-insured value shall be limited to a maximum of \$500 **\$600** per employee per year.
 - d. It is the employee's responsibility to provide reasonable precautions and security for the approved item(s).

2. The District shall provide for the reimbursement of any employee's watch and other jewelry that was damaged or destroyed as a result of an assault or intervention in a fight while acting within the scope of employment. Reimbursement will be limited to a maximum of \$500 **\$600**.

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

P. While on District business, in the event an employee's vehicle is damaged as a result of vandalism or theft, the District will reimburse the employee for the insurance deductible payment in an amount not to exceed \$500 **\$600** per incident.

The above is contingent upon all of the following:

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

T. **If the District determines that a student has committed an expellable act, as defined in Education Code 48915(a)(1), against a teacher, the student will be removed from the affected teacher's class and reasonable effort will be made to avoid placing the student in the affected teacher's classroom during re-entry consideration. The site principal will meet with the affected teacher(s) and develop a behavior contract for the student and outline teacher support.**

ARTICLE X - CLASS SIZE AND STAFFING RATIOS

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

<u>Level, Grade, or Subject</u>	<u>Class Sizes</u>	Maximums
		<u>Total Students</u>
<u>Secondary</u>		
English (Drama and Journalism excepted)	35	175
Foreign Languages, Laboratory Science, Mathematics, and Social Studies	37	185
Typing	42	
Regular Physical Education	54	270

Music	54	270
All others	39	195

C. If at any time during the school year a class is in excess of the class size maximums, it is the intent of the District that a return to maximum will be achieved at the earliest possible date but no later than twenty (20) school days after the date the class enrollment exceeds the contractual maximum. Before any student is assigned to a class in excess of the maximum class size, a manager shall review the assignment with the affected teacher. At the request of the teacher, when class enrollment has exceeded the contractual maximum for ten (10) or more school days, the manager and teacher will meet to review the status of the over maximum situation. The teacher may request TALB representation at the above described meetings.

G. The following provisions shall apply in determining staffing ratios of **counselors, psychologists,** nurses and librarians.

1. The District shall determine the level of **counselor, psychologist,** nurse and librarian service at each school/program site.
2. **Counselor, psychologist,** nurse and librarian time provided with categorical program funds shall be in addition to the District-provided general allocation.
3. When the levels of service and numbers of **counselors, psychologists,** nurses and librarians have been determined, the manager in charge of each service shall develop the schedule for providing service to schools/programs.
4. Factors to be used in determining the scheduling and staffing ratios shall be as follows:
 - a. Number of staff budgeted and available for service;
 - b. Number of staff days available for District-funded service;
 - c. Number of schools/students to be served;
 - d. Geographical location of assignments for an individual;
 - e. Number of elementary and secondary schools to be served by an individual;
 - f. Other factors deemed pertinent by the manager.
5. Prior to the beginning of the school year, the managers shall confer with a representative group (**counselors/psychologists**/nurses/librarians) in the process of scheduling equitable staffing ratios. The Association shall be advised of the meeting date with the **counselor/psychologist**/nurse/librarian group and shall have the right to have an Association representative present at the meeting. The scheduling decisions of the manager shall be final.

ARTICLE XII – EVALUATION PROCEDURES

- 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. Employees ~~may elect to~~ **will** complete their evaluation forms ~~either manually or~~ online. **Annually** the district and TALB will assess the online evaluation's **ease of use, usage and** ~~select the best option for future years based on the evaluation usage,~~ security, **adequacy** and effectiveness.

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 a timeline. **Upon completing the final evaluation, the administrator will indicate if the unit member is recommended for the 5 year cycle.** 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 at least Satisfactory or Effective. 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.

- 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. **Except in extenuating circumstances, District and site goals will be provided to teachers one week prior to the teacher's goals deadline.**

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.

M. COUNSELOR EVALUATION (new section)

The counselor evaluation process is intended to be a cycle of continuous improvement as represented in the figure below, with counselors playing a more active, engaged role in their own professional growth and development. The process begins with self-assessment through data analysis and self-reflection. A goal setting conference sets the

stage for implementing a goal-driven plan for the year. Throughout the school year, the plan is implemented and evidence is collected. The cycle continues with a mid-year progress check and consultation, followed by continued implementation. The latter part of the process offers counselors the chance to review interim data and reflect on progress to date, a step that ultimately informs. The Evaluation Committee will review the existing process and prepare for regular implementation in 2022-2023.

N. PSYCHOLOGIST EVALUATION (new section)

The Evaluation Committee will review the current draft model to prepare for pilot implementation during the 2022-2023 school-year. Full scale rollout will take place during the 2023-2024 school year.

ARTICLE XIII – GRIEVANCE PROCEDURE

A. DEFINITION:

2. A "grievant" may be any employee in the bargaining unit covered by the terms of this contract. **The District and TALB reserve the right to combine multiple like grievances upon mutual agreement.** The Association may file grievances that relate to the explicit language contained in Article IV, Association Rights, of this contract.

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 **immediate** 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 **immediate** 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 **immediate** 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.

2. The immediate manager shall communicate the decision to the employee in writing within ten (10) days after receiving the grievance **or within five (5) days following a conference.**

D. FORMAL LEVEL – STEP 2: TA - 2/4/22

Upon receipt of the Step 1 response, and if the decision of the **immediate** 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 **five (5)** ~~four (4)~~ days following a conference.

ARTICLE XVIII - TERM OF AGREEMENT

- A. **This agreement shall take effect beginning July 1, 2022 and terminates June 30, 2025.** Full Contract shall be open for **2024-2025**, with reopeners for **2022-2023** and **2023-2024** on Article VI and three articles selected by each party.

APPENDIX B

Pathway Leads – Additional Amount

Pathway Leads will be paid in their regular paycheck and the additional amount will be included in the Notice of Assignment.

APPENDIX D

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. **A plan detailing how these hours will be completed must be submitted by the first Friday in October.** 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. Assistance to National Board pre-candidates, candidates, or advanced candidates.
- d. Professional development activities.
- e. Curriculum development.
- f. Provide direct support to students outside of my regular contract day in intervention or after school programs.

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

Date

