



Teachers Association of Long Beach, CTA/NEA

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SUMMARY DETAILS OF TENTATIVE AGREEMENT **COMPENSATION & CONTRACT LANGUAGE 2024-25** **ETK-12**

TALB and the District have reached a tentative agreement.

K-12 and CDC/Head Start - SALARY INCREASE: 0%

This year, 2024-25, LBUSD has projected deficit spending (using their savings in the reserve to cover bills) up to \$70,000,000.00. As of this writing, the District is working on a budget for 2025-26 that projects deficit spending \$100,000,000.00. Spending down the reserves avoided layoffs for 2024-25. It is not known if spending one hundred million dollars out of the reserves will avoid layoffs in the Spring of 2026. **In addition, there is the specter of losing ALL Federal Funding due to attempts at eliminating the Federal Department of Education.**

TENTATIVE AGREEMENT – FREQUENTLY ASKED QUESTIONS

This year, 2024-25 the entire contract was up for negotiations. Language was amended or modified in the following articles:

PreK-12 Contract

Article IV – Association Rights

Article V – Days and Hours of Employment

Article VI – Compensation

Article VII – Leaves of Absence

Article VIII – Transfers

Article IX – Safety Conditions of Employment

Article X – Class Size and Staffing Ratios

Article XI – Peer Assistance and Review Program for Teacher

Article XII – Evaluation Procedure

Article XIII – Grievance Procedure

Article XIV – Concerted Activities

PreK-12 Appendices

Appendix B – Salaries

Appendix C – Paperwork, Reporting Student Data and Utilization of Technology

Appendix D – National Board Certification

Appendix F – Sick Leave Donation Program

Appendix H – Shared Decision Making

Memorandum of Understanding (MOU's)

Dual Enrollment

Extended Duty Year

Kindergarten

Transitional Kindergarten

Guidelines for Administrative Reassignment

Limited Transfer Process

**Reserved Days for Association Meetings
Co-Collaborative Teaching (CCT)
Inclusive Teaching**

Calendars 2026-27 & 2027-28

WHO IS ON THE TALB BARGAINING TEAM? Lead Negotiator: Corrin Hickey – Lakewood H.S., **Bargaining Members:** Julie McCall – Nelson M.S., Kennedy Dixon – MacArthur E.S., Renee Brown – CAMS, Maritza Summers – Mann E.S., Kevin Quinn – Edison E.S., John Solomon – MacArthur E.S., Allinette Dean-Richards – CDC, Maria Garcia – Head Start, Christine Gibson, R.N., Franklin M.S. & 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.

Calendar for Ratification

**General Membership Meetings to discuss the Tentative Agreement - Question & Answer with your bargaining team, TALB leadership at Longfellow E.S. on June 5th, from 5:00-6:00 p.m.
Longfellow E.S. 3800 Olive Ave, Long Beach 90807 - Auditorium**

**Voting on the Tentative Agreement Begins Monday, June 9 through Friday June 13 @ 4:00 p.m. (Electronic Voting through Simply Voting)
Voting results will be sent via the E-Update by 6:00 p.m. on Friday, June 13.**

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

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

TALB - K12 AND CDC/HEAD START NEGOTIATIONS FOR 2024-2025
TENTATIVE AGREEMENT

K12 CONTRACT LANGUAGE

ARTICLE IV: Association Rights

G. NEW UNIT MEMBER INFORMATION

- x. **Work Email (New Section)**
 - a. **These email addresses cannot be shared with any outside organization including California Teachers Association (CTA).**
 - b. **These email addresses are provided solely to allow TALB to communicate with a bargaining unit member in the event TALB is unable to reach them in representational matters including Discipline meetings, layoffs, etc., and therefore may not be used to communicate for any other reason including but not limited to non-representational union matters, promotions, organizing efforts, etc.**

Renumber remainder of the section

ARTICLE V: Days and Hours of Employment

A. WORK DAY

- 1. It is agreed that ...

It is further agreed that employees will be available to meet with students and parents at reasonable times before and after the instructional day **by appointment**. A schedule shall be posted prominently and maintained at each school site and posted on the school's website and the District approved learning management system teacher's page and counselor's page indicating times when teachers are available to meet with parents and/or students. Counselors will have one (1) days per week scheduled without supervision for conferring 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 ~~and email~~ no later than fifteen (15) minutes before the opening of class except when assigned before school duties. **Teachers shall check their email at least once per duty day. In the event of site and/or District wide emergencies, teachers will be expected to check email ongoing throughout the length of the emergency.** 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 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.

~~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 2024-2025.~~

Teacher Librarians 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 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 check their email at least once per duty day. In the event of site and/or District wide emergencies, teachers will be expected to check email ongoing throughout the length of the emergency.** Teachers shall be present on site for an additional sixty (60) minutes weekly as selected at the professional discretion of the teacher.
4. During any school month

Attendance is required at only those meetings authorized by the principal.

Principals shall release site meeting schedules within the first two weeks of school. Modifications to the released meeting schedule shall be communicated no less than two (2) school days in advance through email. Teachers will be held accountable to Level Offices protocols ~~shall release protocols~~ **addressing missed site meetings.** 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 ~~one~~ 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.

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

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. In cases of emergent student safety, the principal or designee may determine 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~~ **the nurse** 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.

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. Duties include activities such as supervision of pupils, 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. **Teachers will be held accountable to system wide protocols regarding adjunct duty completion.**

Nurses, 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 Family Services response, working with psychiatric response teams and School Based Mental Health.

11. **Elementary Preparation:**

- d. Teachers in Grades **TK 4** -5 shall receive a designated preparation time of 40 minutes on dates identified by the District. Thursday shall be the scheduled preparation day which shall remain the same for all affected schools within the District. The dates shall be identified prior to the start of the new school year. The instructional minutes for Grades 1 through 5 must be consistent with the instructional minutes identified by the District for the particular grade level. Preparation periods shall normally be scheduled times a year; but may be less in some years due to the placement of school holidays on the approved calendar. Scheduled preparation days shall not be changed due to conflicts on the calendar, such as Back-to-School Night, Open House and Parent Conferences.

17. **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.~~

19. **Speech Language Pathologists**

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. ~~Due to workload and the nature of the SLP position, SLPs shall not be assigned adjunct duty. or bus/nutrition/recess duty.~~

The Preschool SLP caseload shall be as stipulated in Education Code 14 56441. 7. The District and the Association will review caseloads **two (2)** ~~four (4)~~ times per school year.

20. **Nurses (New Section)**

- a. **When students are not in session, nurses shall have a minimum of 30 minutes protected time during each workday for the completion of IEP documentation health assessments, private parent/provider calls, training of staff, and other essential tasks. The specific amount and timing of this protected time and any further support needed to complete health assessments during the school day, will be determined through discussion and agreement between the nurse and the school principal, ensuring that it aligns with the needs of the school while minimizing disruption to student care. During this protected time, the nurse will remain available if an emergency or urgent student health matter arises. Any necessary coverage during this protected time will be provided by support staff, as determined by administration in collaboration with the school nurse.**

B. WORK YEAR:

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

- a. **Traditional Schedule.** The assigned work year shall be from the first day of the fall semester to the last day of the spring semester, inclusive. The

school year encompasses (10.5) pay periods totaling two hundred and **eleven (211)** ~~nine (209)~~ assigned days (one hundred eighty-**four [184]** ~~two [182]~~ actual duty days), dates which are specified in the calendars (see Appendix A). Beginning with the 2024- 2025 school year, the assigned work year will include two (2) pupil free days. ~~The revised assigned work year will encompass two hundred and eleven (211) assigned days (one hundred eighty four [184] actual duty days), dates which are specified in the calendars (see Appendix A).~~ It is further agreed that in the middle and senior high schools two shortened days for pupils will be scheduled at times to be approved by the appropriate assistant/deputy superintendent.

7. **Summer School and Intersession Programs.**

All eligible employees will have an opportunity to apply to teach during intersession or summer school. All employees whose most recent final evaluation is effective in all areas directly related to classroom instruction and student achievement are eligible for selection for summer school and intersession employment. **Employees with one “Developing” rating will also be eligible for the opportunity to apply to teach during intersession or summer school if they receive approval from their current principal.** 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.

9. Except in specific situations, teachers will be assigned a 180-day school year (~~182-day duty year~~, 184-day duty year ~~beginning in 2024-25~~). Teachers who are asked to work beyond those days will be compensated at their hourly rate for the additional time.

10. **Mandated Training (New section)**

Each fall, all bargaining unit members shall complete Annual Mandated Training within the timeline established by the District. The District will reserve four (4) hours of required meeting time established under Article V(A)(4) and/or Article V(B) (pupil free days) to complete Annual Mandated Training. TALB and the District agree to meet and negotiate immediately if Annual Mandate Training exceeds four (4) hours.

Article VI - Compensation

A. **SALARIES:**

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. **Adjusted notice of assignments, for subsequent school years, will be available for assigned bargaining unit members on July 1 prior to the start of the subsequent school year.**

In the event that an incorrect salary placement results in an underpayment ...

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.~~ **the following procedures, as outlined in Education Code section 44042.5, shall apply:**

- a. **The District shall notify the employee in writing of the overpayment, afford the employee an opportunity to respond before commencing recoupment actions, and inform the employee that if the employee disputes the existence or amount of the District's claimed overpayment, the District shall first initiate a legal action and obtain a court order validating the claimed overpayment amount before it may recover the overpayment amount. If in court the employee is represented by counsel supplied by TALB, then the provisions of subdivision (b) of Section 3543.8 of the Government Code shall apply to the litigation.**
- b. **If the employee agrees that the District overpaid them in the claimed amount, reimbursement shall be made to the school employer through one of the following methods mutually agreed to by the employee and the school employer: (A) Cash payment or cash installment payments; (B) Installment payments through payroll deduction covering at least the same number of pay periods in which the error occurred; (C) The adjustment of appropriate leave credits, provided that the overpayment involves the accrual or crediting of leave credits. Any errors in sick leave balances shall only be adjusted with sick leave**

credits, and any installment shall not exceed the amounts specified in Section 706.050 of the Code of Civil Procedure.

- c. Absent mutual agreement on a method of reimbursement pursuant to section (2) above, within 30 days of the employee verifying the overpayment amount the District shall proceed with recoupment in court pursuant to section (1) above.
- d. An employee who is separated from employment before full repayment of the overpayment amount owed shall have an amount sufficient to provide full repayment withheld from any money owed to the employee upon separation, provided that the state minimum wage is still paid to the employee. If the amount owed to the District upon separation is insufficient to provide full reimbursement to the District, the District shall have the right to exercise any and all other legal means to recover the additional amount owed.

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 ~~2025-26~~ 2023-2024, the allowance is \$1366.78. 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. **HEALTH AND WELFARE BENEFITS:**

1. **Employee Eligibility.**

- 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-~~four two~~ [184] [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.)

- c. ~~Effective 9/1/06,~~ An employee who fails to enroll during open enrollment or within thirty (30) days of initial eligibility will be automatically enrolled in the **lowest cost medical plan PPO**, Delta Premier, Vision, and Life.

2. The 2013 District annual maximum

Beginning the 2014 insurance year (January 1, 2014), and each year thereafter, the District shall increase the prior year's District annual maximum (DAM) 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. Employees will be required to pay the cost difference for each plan (except for the lowest cost **medical HMO** plan) and their selected tier (Employee Only, Employee Plus one (1) and Family). 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 medical plan** rate increase and/or cost containment results in premiums below the District maximum annual contribution described above, that difference will mitigate future rate increases.

Effective January 1, 2016, ~~change the health and welfare plan year from the current calendar year (January 1 to December 31) to match the District's fiscal year (July 1-18 to June 30).~~ The change **District plans** shall be managed in the following manner:

- 3. The lowest cost District **HMO** medical plan offered to unit members in any given insurance year shall not be subject to the District annual maximum contribution described in Section 2 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 2 above in the succeeding year, negotiations will automatically be initiated to address the excess cost during the next round of negotiations.

6. **Health Insurance.**

- b. **HMO Plan.**

HMO. Office visits, ~~\$15~~ \$40; no deductible; hospitalization 100% covered. Unlimited lifetime maximum. ~~Continuation of existing plan without modification of benefits, except as noted effective 7/1/17.~~

Chiropractic Care HMO: ~~\$10~~ \$5 co-pay, up to 30 visits per year, effective July 1, 2025 ~~4/1/07~~.

c. **PPO. COMPREHENSIVE MAJOR MEDICAL.**

~~Effective 7/1/2017, all diabetes medications shall be filled in a 90-day supply through Mail Order or 90-day supply through Walgreens (no other drugs outside the diabetes category in a 90-day supply at Walgreens).~~

9. **Vision Care Insurance.** The District agrees to provide vision care insurance for eligible employees. The EyeMed 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.

Employees may purchase an enhanced vision plan for the employee, employee plus one, or employee plus family through the District. The District standard allocation for the Vision Plan will be deducted from the cost of the enhanced plan. The remaining costs will be covered through monthly payroll deductions.

C. **DURATION OF BENEFITS:**

1. **Retiring Employees After Seventeen Years of Service.** Employees shall be eligible

Note: Time worked in an hourly assignment (0.0 FTE Position) is not included in service credit, for the purposes of eligibility for District-paid premiums for health insurance for retiring employees.

- F. **HEALTH AND WELFARE BENEFITS COMMITTEE.** The Association and District agree to form a joint committee to meet on an as needed basis to address the current and projected increases in health care costs. All recommendations will be submitted for consideration to the respective collective bargaining teams for negotiating. The specific duties of the subcommittee shall include:

- a. Actively considering health and 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 and 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 B.2 above.

ARTICLE VII: Leaves of Absence

C. LEAVES OF ABSENCE WITH PAY:

3. Sick Leave:

- b. For each school year of service every employee employed five (5) days a week (1.00 FTE) shall be entitled to the following leave of absence with full pay for illness or injury

184 482 work day employees: 10.31 days (82.49 hours)

4. Personal Necessity Leave

- a. Every employee shall be permitted to use not more than **eight (8)** ~~seven (7)~~ days of sick leave per fiscal year for personal necessity (Education Code Section 44981) consisting of the reasons listed in (1) through (7) below:

7. 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~~ **only** be approved on days immediately before or immediately after a District calendared holiday ~~unless if~~ 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.

ARTICLE VIII: Transfers

A. DEFINITIONS AND CONDITIONS:

4. "Specialized positions" as defined in this article are positions that include one or more of the following:

c. All Eligible bargaining unit members interested in an Elementary GATE opening must indicate their intent on the transfer application. Elementary GATE positions will follow the vacancy guidelines outlined below:

2. Vacancies at all elementary sites that were GATE positions in the current year would be flown as specialized positions;

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, **within the secondary PE Department**, 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.

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:

(e) Designated elementary schools;

- The District and TALB have entered into a Memorandum of Understanding (MOU) – Implementations of Changes to Transfer Process. This MOU will guide the implementation of the designated elementary schools transfer process outlined in Section E.1.e. This MOU will be revisited and renewed ~~annually as part of the yearly~~ **each** negotiation process.

5. Any employee is eligible to initiate a transfer request or volunteer for displacement when his/her most recent final evaluation is effective in all areas. **Employees with one “Developing” rating will also be eligible for the opportunity to initiate a transfer request if they receive approval from their current principal.**

G. REASSIGNMENTS:

The Long Beach Unified School District and the Teacher Association of Long Beach have entered into a Memorandum of Understanding for implementing reassignments dated **March 24, 2025** ~~April 5, 2023~~. This MOU will expire on June 30, **2028** ~~2025~~

The memorandum of Understanding in part states, in the event a unit member has concerns with the reassignment, the teacher will have ten (10) working days to request a

review meeting with the Director of Employee Relations Office with a clear, concise statement of the extenuating circumstances. Thereafter a review meeting will be held with the Principal's Supervisor and Human Resources Administrator. **Based on schedule availability of both parties**, every effort will be made **to have** the review meeting scheduled **to occur** ~~meeting will occur~~ within ten (10) working days of the written request.

- 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 24, 2025** ~~April 5, 2023~~. This MOU will expire on June 30, **2028**. ~~2025~~.

ARTICLE IX: Safety Conditions of Employment

- 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 shall be taken** to temporarily prevent accidents and **necessary action to correct the condition shall be taken** 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. Each site shall test emergency bells through scheduled drills. The dates of the drills will be available upon request in the site office for review. **The District shall provide teacher access to the assigned emergency gates, buildings, and classrooms associated with each teachers' assignment during office hours. A teacher assigned a smaller office space will meet with the site administrator or designee to designate available offices or conference rooms for scheduled student groups, parent conferences and/or IEPs.** The District agrees to provide on-going opportunity for unit members to make suggestions, recommendations and collaborate with the site manager regarding the safety of employees through site safety committees.
- G. Employees shall immediately report
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 their duties, of the 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~~ **the** office of employment.
- J. Written District guidance and discipline codes and due process provisions normally will be distributed to and/or reviewed with employees at ~~a the first~~ staff meeting **prior to the first day** of the school year ~~but no later than the end of the fourth week of the school year~~. Employees shall be responsible for being familiar with these provisions, including the appropriate application of due process for students.
- K. When the site administrator has been officially notified that the court has authorized the release of information and such release of information does not violate the legal rights of the individual student, the teacher shall be informed of any student placed in ~~his/her~~ **the** class who has been convicted of a violent crime. The teacher is responsible for maintaining such information in strict confidence.
- O. With the exception of temporary malfunctions, all existing classrooms will have a working intraschool phone or intercom. **Sites will have a designated monitored emergency phone line extension for classroom to office communication for emergencies.** New classrooms will have intraschool phones or intercoms installed as quickly as possible but no later than twelve (12) months after the classroom is utilized for instruction. During the period when no phone or intercom has been installed, classroom teachers shall be provided with cell phones within a reasonable time.

In those situations in which students are instructed in non-traditional interior areas, the teacher will have access to some type of device to ensure emergency communication with the school office. Communication in emergency situations is a priority. **Sites will develop a communication plan for when the internet is down.** All sites will have a specific reporting process for emergencies as defined by the site's safety committee.
- U. **As required by law, the district will provide school nurses with adequate PPE and other safety gear necessary to adequately fulfill their job duties.**

ARTICLE X: Class Size and Staffing Ratios

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

+ **TK adult to student ratios are subject to government requirements.**

*As an alternative average class size enrollment for each school site in kindergarten and grades 1-3 authorized under Education Code section 42238.02(d)(3)(B)(C)(D), the District and Association agree that the District shall maintain an annual average class enrollment at each school site not to exceed 32:1 for kindergarten and 30:1 for grades 1-3, which shall not be greater than the individual class size maximums of 32 for kindergarten and 30 for grades 1-3 specified in section A above. ~~Any reduced class size in kindergarten and grades 1-3 shall be determined by the District through the Board-adopted Local Control Accountability Plan, which considers schools with the highest concentration of students on the Free and Reduced Lunch Program, English Language Learners, students in foster care, and students classified as homeless, as specified under the Local Control Funding Formula. Other schools may be selected by the Superintendent in collaboration with the Association. Annually, the District shall provide TALB with a list of schools selected for class size reduction under these criteria. If at any time the District or the Association learns that compliance with this provision may result in any reduction to its augmentation funding for K-3 Grade Span Adjustment, the District and Association agree to immediately meet and negotiate to bring this Grade Span Adjustment language exception into compliance with the law.~~

- 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) ~~eighteen (18)~~ school days after the date the class enrollment exceeds the contractual maximum. ~~After balancing,~~ Before any student is assigned to a class in excess of the maximum class size, an **administrator or designee** ~~manager~~ shall review the assignment with the affected teacher **and note steps being taken to balance the class. This notification can be done through email, phone conference, or in-person conference.** ~~Teachers will only accept students after this meeting.~~ At the request of the teacher, when class enrollment has exceeded the contractual maximum for ten (10) or more school days, the ~~manager~~ **administrator or designee** and teacher will meet to review the status of the over maximum situation. The teacher may request TALB representation at the above described meeting.

The intent is for teachers and education specialists to have electronic access to their students by the first duty day of the calendar year. In the event rosters are not available, impacted teachers will be provided progress updates.

- G. The following provisions shall apply in determining staffing ratios of counselors, psychologists, nurses, **SLPs** and librarians.
1. The District shall determine the level of counselor, psychologist, nurse, **SLP** and librarian service at each school/program site.

2. Counselor, psychologist, nurse, **SLP** 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, **SLPs** and librarians have been determined, the manager in charge of each service shall **share the current determining staffing data with site administrators to share with respective staff and** 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:
 - f. **Number of SDC classrooms and medically-fragile students;**
 - g. **Number of CCT and Spectrum classes;**
 - h. **Other factors deemed pertinent by the manager including but not limited to the additional related support staff allocated to the site.**
5. Prior to the beginning of the school year, the managers shall confer with a representative group (counselors/psychologists/nurses/**SLPs**/librarians) in the process of scheduling equitable staffing ratios. The Association shall be advised of the meeting date with the counselor/psychologist/nurse/**SLP**/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 XI: Peer Assistance and Review Program for Teacher

B. DEFINITIONS OF TERMS:

5. **Voluntary Participating Teachers.** Teachers who want to receive PAR Support, but were not referred to the PAR program, may voluntarily apply for the program. Acceptance into the PAR program will depend on the availability of Consulting Teachers to provide the necessary services.
- 5 6. **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 experienced teachers upon mutual agreement of the parties. b. Staff development activities appropriate for certificated employees. c. Collaborative lesson planning

D. PARTICIPATING TEACHERS:

1. Referred and Voluntary Participating Teachers:

- ~~a. — A Referred Participating Teacher is a teacher with permanent status who as a result of one or more unsatisfactory or multiple developing ratings in the course of the prescribed evaluation process is referred to the Peer Assistance and Review Panel for assistance and support. This assistance and support shall be designed to strengthen the competencies in the California Standards of the Teaching Profession.~~
- a. 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.
- b. The Peer Assistance and Review Panel shall assign Consulting Teacher(s) to Voluntary Participating Teachers based on the availability of Consulting Teachers.**
- 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.

E. CONSULTING TEACHERS:

- 1. A Consulting Teacher is a teacher who provides assistance to a Participating Teacher pursuant to the Peer Assistance and Review Program. The following qualifications are required of candidates making application for this position:
 - d. The Consulting Teacher shall maintain effective or higher ratings in all areas of their most recent evaluation.**
- 3. Applications for Consulting Teachers shall be approved by a majority vote of the Peer Assistance and Review Panel. **After approved returning consulting teachers are placed with a participating and/or voluntary participating teachers, National Board Designated Teachers will be prioritized for remaining consulting teacher assignments.**
- 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 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 of Education.

F. **PEER ASSISTANCE PROCESS**

1. The Referred **or Voluntary** Participating Teacher shall meet with ~~his/her~~ **the assigned** 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~~ **evaluator** shall collaboratively develop written goals and objectives within the prescribed timelines.
2. Consulting Teachers may work individually with Referred **or Voluntary** Participating Teachers or as a part of a team of Consulting Teachers. Each Referred **or Voluntary** Participating Teacher shall receive not less than sixty (60) hours of assistance per year from the **assigned** Consulting Teacher(s) ~~assigned to work with him/her~~. Consulting Teachers shall assist Referred **or Voluntary** 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 **and Voluntary** 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 **or Voluntary** Participating Teacher by the end of the fourth week of the school year. The purposes of this meeting shall be to discuss the Peer Assistance and Review Program, to establish mutually agreed upon performance goals, to begin developing the specific components of a written individualized assistance plan, and to agree to a process for determining the successful completion of the Peer Assistance and Review Program.
4. The Consulting Teacher shall conduct multiple observations of the classroom performance of the Referred **or Voluntary** Participating Teachers. ~~to whom he/she is assigned~~. The Consulting Teachers shall conduct pre and post-observation conferences with the Referred **or Voluntary** Participating Teachers.
5. The Consulting Teacher shall monitor the progress of the **assigned** Referred **or Voluntary** Participating Teacher ~~to whom he/she is assigned~~ and shall provide written reports no less than once each school month to the Referred Participating

Teacher for discussion and review and to the Peer Assistance and Review Panel for the purpose of keeping the Panel apprised of the Referred Participating Teacher's level of performance.

6. The Consulting Teacher shall continue to provide assistance to the Referred **or Voluntary** Participating Teacher until the Consulting Teacher and the supervising administrator determine the teaching performance of the Referred **or Voluntary** Participating Teacher is consistently effective or further assistance will not result in effective performance.
7. At least four weeks prior to the deadline date for the submission of the teacher's final evaluation, a copy of the Consulting Teacher's Summary Report shall be given to the Referred **or Voluntary** Participating Teacher, the supervising administrator, and the Peer Assistance and Review Panel. A copy bearing the signature of the Referred **or Voluntary** Participating Teacher indicating acknowledgment of receipt shall be retained in the site file.
8. The Referred **and Voluntary** Participating Teacher may request to appear before the Peer Assistance and Review Panel and to be represented in the meeting by an Association representative.
9. As indicated above, a copy of the Summary Report shall be placed in the personnel file of the Referred **or Voluntary** Participating Teacher, and the document may be reflected in the final evaluation of the Referred Participating Teacher as a means of support.
11. **It is understood, Voluntary Participating Teachers will have flexibility in the outlined tenets of the program with the approval of the Consulting Teacher.**

G. ANNUAL STIPEND FOR CONSULTING TEACHERS

2. The stipend shall be paid at the end of each semester. Federal and State income taxes will be deducted from each stipend payment as required by law. **National Board Teachers are not eligible for an additional stipend but their participation hours as a consulting teacher count towards the required sixty (60) hour requirement for designated master teachers as outlined in Appendix D, Section 10.**
3. The annual stipend, **or the required sixty (60) hour requirement for designated master teachers outlined in Appendix D, Section 10,** shall be prorated if the employee cannot or chooses not to complete the Consulting Teacher duties according to the Peer Assistance and Review Agreement.

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. Employees will complete **and sign** their evaluation forms online. Annually the district and TALB will assess the online evaluation, ease of use, security, adequacy and effectiveness.
- 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. ~~and student growth data.~~ Such objectives and standards **that are aligned with the California Standards for Teaching Profession (CSTPs) and Board Policies**, shall be in writing and made available to the evaluatee prior to any period in which he/she is evaluated.

ARTICLE XIII: Grievance Procedure

- A. **DEFINITION:**
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. **Grievance deadlines are extended by the same number of days either party is on a leave or out of the District for official duty.**

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 **term** 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.

Appendix B - Salaries

Compensation for Bilingual and Special Education Additional Assignments

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

- Hold either a Bilingual Cross-cultural Language and Academic Development (BCLAD) credential or **Bilingual Authorization (BILA)**; ~~and or Special Education;~~
- Have a current teaching assignment which requires such credential; ~~and~~
- **Teach in a Dual Immersion program and provide course instruction in two languages without additional support; and**
- Receive prior site and OCIPD authorization for additional assignment to accomplish specific tasks beyond their regular workday/work year.

Additional assignments as described above will be compensated per teacher's hourly rate and will be limited to \$1,000 per eligible employee per year.

Per Article V, Section A.4, the District shall maintain its practice of treating IEP meetings as mandatory. As such, employees attending IEPs during non-duty time, will be compensated per the process outlined in Article V, Section A.4.

PROVISIONS FOR ADMINISTRATION OF SALARY SCHEDULES

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-~~four two~~ (184~~2~~) 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.

APPENDIX C

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 **forms paperwork**, reporting student data, **surveys** **and** utilizing technology in a collegial and collaborative manner. ~~Both the District and Association agree that the "Elementary Committee for Paperwork Management"~~ **The committee will** 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 **efficiency and** success of the interventions and procedures on an annual basis and make recommendations for refinement of the same, as needed, to the Superintendent and TALB Executive Director.

~~Ratified 02.04.2003~~

APPENDIX D

National Board Certification

2. **To be eligible to participate in the District Sponsored National Board Certification Program, certificated teachers must:**
 - Possess a bachelor's degree from an accredited institution
 - Hold a clear teaching credential
 - Have successfully completed three (3) years of teaching as a regular contract teacher or five (5) consecutive years of teaching as a special contract teacher
2. ~~Applicants must possess a baccalaureate degree and clear credential from an accredited institution have at least three years of successful classroom teaching experience as a regular contract teacher and be a regular contract permanent teacher, or be a teacher with a specialized contract for at least five (5) consecutive years.~~
3. Applicants shall have three letters recommending acceptance into the pre-candidacy program. At least one should be from ~~an~~ **a recent supervising** administrator who is familiar with the applicant's teaching performance; the remaining letters of recommendation may be requested from individuals chosen by the applicant who are familiar with the applicant's performance in the classroom.
7. Following approval by the Oversight Committee for National Board Certification and before beginning the ~~District~~ **District Sponsored National Board Certification** Candidacy Program, participants shall sign a ~~Statement of Intent~~ **Memorandum of Understanding** 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~~ **for five (5) years, after the initial enrollment with the National Board as a Candidate.** ~~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.~~

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~~ **a National Board Designated Master Teacher (NBDMT)** under the direction of the Assistant Superintendent, ~~Curriculum, Instruction, and Professional Development.~~ **Human Resource Services.** In this role ~~teachers~~ **NBDMTs** 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. **NBDMTs' services must be based on site and/or district needs and fulfill the three pillars of academics, intellect, and service.** Service shall be in one or more of the following areas:

- a. **Providing** assistance and guidance to ~~teachers new to an assignment~~ **new teachers** and/or teacher trainees
 - i. **Maximum of forty (40) hours per teacher new to an assignment and not part of the induction program.**
 - ii. **Maximum of ten (10) hours per semester for mentoring an assigned student teacher.**
- b. **Providing** assistance and guidance to experienced teachers upon mutual agreement of the parties (**i.e., Serve as a Peer Assistance and Review (PAR) Consulting Teacher**).
- c. **Providing** assistance to National Board pre-candidates, candidates, or advanced candidates.
- d. **Conducting** professional development activities **that benefit your site or district.**
- e. ~~Curriculum development~~ **Developing curriculum that benefits your site or district.**
- f. ~~Provide~~ **Providing** direct support to students **and/or families** outside of my regular contract day in intervention or after school programs.

Employees who accept ~~designated master teacher~~ **National Board Designated Master Teacher** status and whose most recent final evaluation is effective **or higher** in all areas shall receive additional compensation at a rate of an additional five (5) percent of the base salary. **NBDMTs may not receive any additional form(s) of compensation for their NBDMT services beyond the stated additional five (5) percent of their base salary.** Such additional compensation shall be provided for the duration of National Board Certification and shall be counted as salary or wages for employer contribution or

employee benefit under the State Teachers Retirement System/Public Employees Retirement System. Federal and state income taxes will be deducted from additional compensation as required by law.

11. The District and the Association are equally committed to Long Beach Unified School District teachers' successful participation in the National Board Certification process. The District and the Association also understand that in the ~~initial~~ implementation of this program, there will inevitably be questions raised and decisions which will need to be made relative to policy and practice. Both the District and the Association agree that the Oversight Committee for National Board Certification be charged with the responsibility of formulating responses to questions and developing recommendations to the Assistant Superintendent, ~~Curriculum, Instruction, and Professional Development~~ **Human Resource Services**.

~~Ratified 1.05.16~~

APPENDIX F

Sick Leave Donation Program

~~The District and the Teachers Association of Long Beach agree to the implementation of the following Sick Leave Donation Program. The District and the Association further agree to review and evaluate the effectiveness of this plan after a full year has elapsed following the ratification of this contract by both the Association and the Board of Education.~~ The purpose of the Sick Leave Donation Program is to provide assistance to bargaining unit members suffering from a catastrophic physical illness or injury. The Sick Leave Donation Program provides employees with an opportunity to be restored to health so they can return to work. **This program shall be available to all members of the bargaining unit.**

Evaluation of the Program

~~This program will be reviewed and re-evaluated by the Office of Employee Relations and Ethics Services and the Teachers Association of Long Beach (TALB) at the conclusion of one year of implementation. The parties may agree to modifications in the program. Any major revision or adoption of new language shall be discussed within the context of successor salary negotiations between the District and the Association.~~

~~Ratified 02.04.2003~~

APPENDIX H

Shared Decision Making

- B. A joint Shared Decision Making Committee (SDMC) will meet **twice a year in the Fall and Spring semesters** ~~be established during the 2013-2014 school year~~ to collect evidence of current practices of site decision making and leadership teams from all school sites, and other external practices, to develop **and review** recommendations for the **modification** ~~establishment~~ of a best practices. ~~prototype. The prototype would~~ **advisement will** be flexible enough to comport with current models that are working successfully. ~~but have different approaches in implementation.~~ The Committee will be comprised of five (5) TALB-appointed members and five (5) District-appointed members. The recommendations of the Committee **will be implemented no earlier than the subsequent school year.** ~~submitted to the District and TALB on or before March 28, 2014.~~

- ~~C. A joint District TALB Common Core Committee will collaborate on District and school-site issues relating to the implementation of the Common Core State Standards (CCSS), including providing recommendations on the expenditure of CCSS Implementation Funds, consistent with the District adopted general plan for CCSS implementation.~~

~~The committee will include six (6) TALB appointed members and six (6) District appointed members. Meetings will occur as needed during the workday unless otherwise determined by the committee. Each party will appoint one member to jointly work on creating the agenda for committee meetings.~~

~~CCSS Implementation Fund spending decisions at the school site level will be made by the site administrator in collaboration with an existing site leadership team and an elected TALB site representative.~~