

LONG BEACH
UNIFIED • SCHOOL • DISTRICT
Excellence and Equity

LONG BEACH UNIFIED SCHOOL DISTRICT

**TEACHERS ASSOCIATION
of LONG BEACH**

**PROVISIONS OF AGREEMENT
TK-12**

Effective through
June 30, 2028



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

TK-12
TEACHERS CONTRACT

Effective Through

June 30, 2028

As Negotiated By

LONG BEACH UNIFIED SCHOOL DISTRICT

and

TEACHERS ASSOCIATION OF LONG BEACH

TABLE OF CONTENTS

Page

ARTICLE I - AGREEMENT

- A. Parties to the AgreementI-1
- B. According to “Act”I-1

ARTICLE II - RECOGNITION OF EXCLUSIVE REPRESENTATIVE

- A. Recognition Statement: TALBII-1
- B. Employees IncludedII-1
- C. Employees Excluded II-1
- D. Teacher DefinedII-1
- E. Recognition Statement: LBUSDII-1
- F. Temporary Contract TeachersII-1

ARTICLE III - RESERVED RIGHTS OF THE DISTRICT

- A. Statutory RightsIII-1
- B. Reserved RightsIII-1
- C. Prevailing RightsIII-1
- D. Right to Amend During Emergency III-1

ARTICLE IV - ASSOCIATION RIGHTS

- A. Association Use of District FacilitiesIV-1
- B. Association CommunicationsIV-2
- C. Association Business IV-2
- D. Released Time for Negotiations.....IV-3
- E. Organizational SecurityIV-3
- F. District DirectoryIV-4
- G. New Unit Member InformationIV-4
- H. New Teacher Orientation.....IV-5
- I. Leave of Absence for Association PresidentIV-5
- J. Association LeaveIV-5
- K. Review of Newly Developed/Revised FormsIV-6
- L. Receipt of Notices to EmployeesIV-6
- M. Committee RepresentationIV-6

ARTICLE V - DAYS AND HOURS OF EMPLOYMENT

- A. Workday V-1
- B. Work Year V-9

ARTICLE VI - COMPENSATION

- A. SalariesVI-1
- B. Health and Welfare BenefitsVI-3
- C. Duration of BenefitsVI-8
- D. Tuberculosis ExaminationVI-9
- E. Consultation MeetingsVI-9
- F. Health and Welfare Benefits CommitteeVI-9

TABLE OF CONTENTS

Page

ARTICLE VII - LEAVES OF ABSENCE

A. Leaves of Absence (General)	VII-1
B. Leaves of Absence Without Pay	VII-2
C. Leaves of Absence With Pay	VII-4

ARTICLE VIII - TRANSFERS

A. Definitions and Conditions	VIII-1
B. Employee Initiated Transfer Request	VIII-2
C. Employer Initiated Transfer Request	VIII-3
D. Return from Leave of Absence	VIII-4
E. Factors in Determining Transfers	VIII-4
F. Miscellaneous Provisions	VIII-5
G. Reassignments	VIII-5

ARTICLE IX - SAFETY CONDITIONS OF EMPLOYMENT

A. District Responsibility	IX-1
B. Employee Responsibility	IX-1
C. Site Manager Responsibility	IX-1
D. District Safety Standards	IX-1
E. Report of Dangerous Situations	IX-1
F. Control/Discipline of Pupils	IX-1
G. Threat of Physical Harm	IX-1
H. Liability Insurance	IX-2
I. Reimbursement of Accidental Loss or Damage	IX-2
J. Review of District Guidance and Discipline Code	IX-3
K. Release of Student Information Regarding Violent Crime	IX-3
L. Statutory Information	IX-3
M. Non-Routine Maintenance Projects	IX-3
N. Performance of Specialized Health Care	IX-3
O. Classroom Phone	IX-3
P. Reimbursement of Insurance Deductible for Vandalism	IX-4
Q. Safety Committee	IX-4
R. School Maps	IX-4
S. Civility Committee	IX-4

ARTICLE X - CLASS SIZE AND STAFFING RATIOS

A. Class Size Maximums	X-1
B. Student Work Stations	X-2
C. Class Size in Excess of Maximum	X-2
D. Equitable Assignment of Pupils Over Maximum	X-2
E. Teacher Consent to Exceed Maximums	X-2
F. Special Education Maximums	X-2
G. Staffing Ratios of Nurses and Librarians	X-2
H. Insurance Information for Nurses	X-3
I. Maximum Size for Library Service Classes	X-3
J. Average Caseload for Speech/Language Specialists	X-3

TABLE OF CONTENTS

Page

ARTICLE X - CLASS SIZE AND STAFFING RATIOS (continued)

K. WBL Minimums	X-3
-----------------------	-----

ARTICLE XI - PEER ASSISTANCE AND REVIEW PROGRAM FOR TEACHERS

A. Purpose of the Program	XI-1
B. Definition of Terms	XI-1
C. Peer Assistance and Review Panel: Organizations and Responsibilities	XI-3
D. Participating Teachers	XI-4
E. Consulting Teachers	XI-4
F. Peer Assistance Process	XI-6
G. Annual Stipend for Consulting Teachers	XI-7
H. Continuation of the Peer Assistance and Review Program	XI-8

ARTICLE XII - EVALUATION PROCEDURE

A. Frequency	XII-1
B. Evaluator	XII-1
C. Deadlines	XII-1
D. Notification of Employees	XII-1
E. Setting of Objectives/Action Plan	XII-2
F. Constraints	XII-2
G. Observations	XII-2
H. Evaluation	XII-3
I. Improvement of Less-Than-Effective Performance	XII-3
J. Personnel File	XII-3
K. Grievability	XII-4
L. Parent or Guardian Complaint	XII-4

ARTICLE XIII - GRIEVANCE PROCEDURE

A. Definition	XIII-1
B. Informal Level	XIII-1
C. Formal Level - Step 1	XIII-1
D. Formal Level - Step 2	XIII-2
E. Formal Level - Step 3	XIII-2
F. Formal Level - Step 4	XIII-2
G. Miscellaneous Provisions	XIII-4

ARTICLE XIV - CONCERTED ACTIVITIES

A. Association Commitment	XIV-1
B. Employee Penalties	XIV-1
C. Picketing/Student Involvement	XIV-1
D. Association Penalties	XIV-1
E. No Lockout of Teachers	XIV-1

ARTICLE XV - EFFECT OF AGREEMENT

A. General Provision	XV-1
----------------------------	------

TABLE OF CONTENTS

Page

ARTICLE XV - EFFECT OF AGREEMENT (continued)
 B. Educational Mission: Innovation AdvancementXV-1

ARTICLE XVI - SAVINGS CLAUSEXVI-1

ARTICLE XVII - COMPLETION OF MEET AND NEGOTIATE SESSIONS XVII-1

ARTICLE XVIII - TERM OF AGREEMENT
 A. Effective Dates of Agreement...XVIII-1
 B. Reopeners XVIII-1

APPENDIX A - SCHOOL CALENDARS..... A-1

APPENDIX B - SALARIES
 Salary Terms B-1
 Provision for Administration of Salary Schedules B-1
 A. Requirements Relative to Initial Placement on Salary Schedules..... B-1
 B. Credit on the Salary Schedule for Advanced Work B-4
 C. Salary Increments B-8
 D. Additional Employment Beyond the Contract PositionB-9
 E. Occasional Projects – Curriculum Writing..... B-9
 F. Occasional Projects – In-Service.....B-10
 G. Regulations Governing Payment for Additional Assignments.....B-10

APPENDIX C - Paperwork, Reporting Student Data, and Utilization of Technology C-1

APPENDIX D - National Board Certification D-1

APPENDIX E - Structured Leadership Roles.....E-1

APPENDIX F – Sick Leave Donation ProgramF-1

**APPENDIX G – District Internet and Electronic Mail Guidelines and Procedures for
 Represented Certificated Staff G-1**

APPENDIX H – Shared Decision Making H-1

AGREED AND RATIFIED.....Ratification-1

ARTICLE I

Agreement

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

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

1
2
3
4

ARTICLE II

Recognition of Exclusive Representative

- 5 A. **ASSOCIATION RECOGNIZED.** The District recognizes the Association as the sole and
6 exclusive bargaining agent for the certificated employees as certified by the Educational
7 Employment Relations Board (EERB) (LA-R-47, LA-R-113) on December 19, 1977, and
8 occupying classes listed below.
9
- 10 B. **CERTIFICATED K-12 EMPLOYEES UNIT SHALL INCLUDE:** All regular
11 certificated employees under contract including classroom, JROTC, CTE, specialist teachers,
12 Speech Language Pathologist, Special Day Class Preschool teachers, Transitional
13 Kindergarten teachers, and program facilitators, nurses, librarians, school and guidance
14 counselors, psychologists, and retired teachers who continue to receive State Teachers
15 Retirement System benefits and who return to classroom service under selected Education
16 Code provisions.
17
- 18 C. **CERTIFICATED K-12 EMPLOYEES UNIT SHALL EXCLUDE:** All Head
19 counselors, Head Psychologists, Child Development Center teachers, Head Start teachers,
20 substitute teachers, part-time hourly teachers, and management, supervisory, and
21 confidential employees.
22
- 23 D. **TEACHER DEFINED.** “Teacher” refers to any certificated employee who is included in
24 the appropriate unit as defined in Section A. above and therefore covered by the terms and
25 provisions of this Agreement.
26
- 27 E. **BOARD OF EDUCATION RECOGNIZED.** The Association, in turn, recognizes the
28 Board of Education of the Long Beach Unified School District as the duly elected
29 representatives of the people and agrees to negotiate exclusively with the District's
30 representatives through the provisions of the Educational Employment Relations Act.
31
- 32 F. **TEMPORARY CONTRACT EMPLOYEES.** It is the intent of the District that temporary
33 contract employees with satisfactory performance evaluations be offered regular contracts as
34 soon as possible. Factors contributing to the District’s decision to offer a regular contract to
35 a temporary contract employee shall include but not be limited to: temporary funding
36 sources: projected enrollment growth or decline; projected numbers of leaves of absence;
37 credential status; complete employment file; permanent residency status; first-aid
38 requirements; recommendation of immediate supervisor.
39
40
41
42
43
44
45
46

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

ARTICLE III

Reserved Rights of the District

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

ARTICLE IV

Association Rights

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

1 4. **Use of School Telephones and Cell Phones:**
 2

- 3 a. During those times when the employee is not responsible for the instruction
 4 and/or supervision of students or other assigned duties and provided no pay
 5 phone or personal cell phone is available, the school telephone may be used
 6 for calls concerning matters of serious and compelling personal importance
 7 that cannot be made before or after the workday.
 8
- 9 b. In addition to 4.a., designated site representatives, when not responsible for
 10 the instruction and/or supervision of students or other assigned duties, will
 11 have reasonable use of a school telephone for local calls involving
 12 representation matters. The conduct of Association business will not interfere
 13 with the business of the District.
 14
- 15 c. The use of the District phone to conduct personal enterprise is prohibited.
 16 Toll calls shall be charged to the employee’s home phone bill by the
 17 employee.
 18

19 B. **ASSOCIATION COMMUNICATIONS:**
 20

- 21 1. **Bulletin Boards.** The District authorizes the Association to use without charge one
 22 site bulletin board designated for employee association information. The location of
 23 such bulletin board, designation of space, and resolution of disputes about use of
 24 space shall be determined by the site manager. The Association agrees monthly to
 25 remove out-of-date materials.
 26
- 27 2. **Restrictions.** Any literature distributed or posted by the Association must meet
 28 professional and ethical standards, be dated, identify the person(s) and/or
 29 organization responsible for its promulgation, and conform to election/campaign
 30 laws then in effect.
 31
- 32 3. **Faculty/Staff Mailboxes.** The District authorizes the Association to use faculty/staff
 33 mailboxes and email subject to Appendix G. Distribution of communications shall
 34 be by employees on non-duty time or by non-site representatives of the Association.
 35

36 C. **ASSOCIATION BUSINESS.** The Association agrees that its authorized staff and building
 37 representatives shall not conduct Association business with employees during regular
 38 working hours. It is agreed that non-duty times are as follows: before and after the scheduled
 39 workday of each employee, the nutrition break, and lunch period. Under no circumstances
 40 shall any representative or unit member interrupt or interfere in any way with normal work.
 41 Any exceptions must be approved by the appropriate assistant/deputy superintendent.
 42

43 D. **RELEASED TIME FOR NEGOTIATIONS:**
 44

- 45 1. The Association will exclusively receive released time from duties for its
 46 representatives to meet and negotiate with District representatives.

- 1
2 2. Association members shall receive released time for negotiation sessions. Any
3 number in excess of five (5) shall be mutually agreed to by the District and the
4 Association.
5
6 3. The Association shall submit in writing to Employee Relations Services the
7 names of the employees who are authorized to represent the Association in
8 negotiations.
9
10 4. Released time shall be arranged with the site manager twenty-four (24) hours prior
11 to release from duties.
12

13 E. **ORGANIZATIONAL SECURITY:**
14

- 15 1. **Membership Dues Deduction.** Any unit member who is a member of the Teachers
16 Association of Long Beach, CTA-NEA, or who has applied for membership, may
17 pay a lump sum cash payment to the Association or sign and deliver to the District
18 an assignment authorizing deduction of unified membership dues, initiation fees and
19 general assessments in the Association. Pursuant to such authorization, the District
20 shall deduct one-tenth (1/10) of such dues from the regular salary warrant of the unit
21 member each pay period for ten (10) pay periods. Unit members who sign such
22 authorization after the commencement of the school year shall have deducted one-
23 tenth (1/10) the total amount of unified dues for each of the remaining ten (10) pay
24 periods.
25
26 2. **Remittance of Dues.** With respect to all sums deducted by the District, for
27 membership dues, the District agrees promptly within fifteen (15) days to remit such
28 monies to the Association accompanied by the alphabetical list of unit members for
29 whom deductions have been made, categorizing them as to membership in the
30 Association, and indicating any changes in personnel from the list previously
31 furnished.
32
33 3. **Provision of Information.** The Association agrees to furnish any information
34 needed by the District to fulfill the provisions of this Article.
35
36 4. **Indemnification.** The Association shall indemnify, defend and hold harmless the
37 District against any administrative action before the Public Employment Relations
38 Board and/or any court action challenging the legality or constitutionality of Article
39 IV, Section E. of this Agreement or its implementation.
40

41 The Association shall have the exclusive right to decide and determine whether any
42 such action or proceedings referred in the above paragraph shall or shall not be
43 compromised, resisted, defended, tried, or appealed.
44

- 45 F. **DISTRICT DIRECTORY.** The District agrees to provide the Association with a digital
46 copy of a District directory (names, addresses, phone numbers) when such a directory is

1 published. The Association agrees to use such information for internal organization purposes
 2 only and not to disclose it to any third parties. Additional support service staff schedules and
 3 budget publications shall be made available to the Association.
 4

5 TALB agrees to provide Employee Relations Services with the names of designated site
 6 representatives and to update the list as changes occur. The District agrees to provide the
 7 Association public documents distributed to school board members and the press in
 8 preparation for meetings of the Board of Education.
 9

10 G. NEW UNIT MEMBER INFORMATION

11
 12 Except for unit members who have submitted written requests pursuant to Government Code
 13 section 6254.3 (c) prohibiting the disclosure of their home address, home telephone number,
 14 personal cellular telephone number, personal email address, or date of birth, the District shall
 15 provide TALB with unit member information on the new teacher hires.
 16

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

- 21 i. First name;
- 22 ii. Middle initial;
- 23 iii. Last name;
- 24 iv. Suffix (e.g. Jr., III);
- 25 v. Job title;
- 26 vi. Department;
- 27 vii. Primary worksite name;
- 28 viii. Work telephone number;
- 29 ix. Work telephone extension;
- 30 x. Work Email
 - 31 a. These email addresses cannot be shared with any outside organization
 - 32 including California Teachers Association (CTA).
 - 33 b. These email addresses are provided solely to allow TALB to
 - 34 communicate with a bargaining unit member in the event TALB is
 - 35 unable to reach them in representational matters including Discipline
 - 36 meetings, layoffs, etc., and therefore may not be used to communicate
 - 37 for any other reason including but not limited to non-representational
 - 38 union matters, promotions organizing efforts, etc.
- 39 xi. Home, street address (incl. apartment #);
- 40 xii. City;
- 41 xiii. State;
- 42 xiv. ZIP Code (5 or 9 digits);
- 43 xv. Home telephone number (10 digits);
- 44 xvi. Personal cellular telephone number (10 digits);
- 45 xvii. Personal email address of the employee;
- 46 xviii. Hire date

1
2 Periodic Update of Contact Information: Subject to prohibitions of disclosure outlined above,
3 the District shall provide TALB with a list of all bargaining unit members' names and contact
4 information on the last working day of September, January, and May of each school year.
5 The information will be provided to TALB electronically via a mutually agreeable secure
6 FTP site or services at TALB's expense.
7

8 TALB agrees to provide Employee Relations Services with the names of designated site
9 representatives and to update the list as changes occur. The District agrees to provide the
10 Association public documents distributed to school board members and the press in
11 preparation for meetings of the Board of Education.
12

13 **H. NEW TEACHER ORIENTATION**

- 14
15 a) "New employee orientation" means the onboarding process of a newly hired public
16 employee.
17
18 b) District Schedule New Teacher Group Orientations: In the event of a District scheduled
19 new Teacher group orientation, the District shall provide TALB with ten (10) days'
20 notice in advance of an orientation, except that a shorted notice may be provided for
21 extenuating circumstances. At the closing of the scheduled orientation, TALB shall
22 have an opportunity for TALB representatives to meet not less than (60) sixty minutes
23 with new teachers who voluntarily opt to stay during non-duty time. TALB shall
24 provide the District with contact information (email and cell phone number) of the
25 designated TALB representatives.
26

- 27 **I. LEAVE OF ABSENCE FOR ASSOCIATION PRESIDENT.** Upon annual written
28 application, the Association president shall be granted a full-time leave of absence to conduct
29 Association business. Following the District's payments to the employee for such leave of
30 absence, the District shall be reimbursed by the employee organization of which the employee
31 is an elected officer for all compensation paid and for all sick leave granted to the employee
32 because of such leave. Reimbursement by the employee organization shall be made within
33 ten (10) days after its receipt of the District's certification of compensation and sick leave.
34 Upon return from leave to conduct Association business, the Association president shall be
35 assigned to his/her previous classroom position at, the site assigned prior to the
36 commencement of the leave.
37

38 **J. ASSOCIATION LEAVE:**

- 39
40 1. The District will grant to the bargaining unit as a whole a total of two hundred fifty
41 (250) days per fiscal year (July 1-June 30) of released time for unit members to attend
42 workshops, conferences, or other activities sponsored by the Association as identified
43 by H.a and H.b. The TALB president or his/her designee shall submit in writing the
44 information and the names of unit members who are authorized to use the association
45 leave days to Employee Relations Services prior to an employee's application for the
46 released time. Written application for approval for such released time must be

1 submitted by the employee on the appropriate District form to the site manager at
2 least five (5) working days prior to the anticipated absence.

- 3
4 2. The District will grant to each member of the TALB Board of Directors released time
5 per fiscal year to allow all members to participate in regularly scheduled meetings of
6 the Board of Directors. The TALB president or his/her designee shall provide to
7 Employee Relations Services the names of members of the Board of Directors and
8 the schedule of meeting dates.

9
10 The Association agrees to reimburse the District for any substitute pay expended in
11 relation to Sections 1. and 2. above.

- 12
13 K. The District agrees to make reasonable effort to provide the Association with the opportunity
14 to review newly developed and/or revised forms related to the implementation of this
15 contract.

- 16
17 L. The District agrees to make reasonable effort to provide the Association with a copy of
18 notices to employees which relate to the negotiated agreement and which require the
19 authorization of the Superintendent, the Deputy Superintendent, or the Chief Business and
20 Financial Officer.

- 21
22 M. TALB will have representation on committees as mutually agreed to by the District and the
23 Teachers Association. The parties mutually agree to TALB representation on the Transfer
24 and Assignment Committees.

25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45

ARTICLE V

Days and Hours of Employment

A. WORKDAY:

- 1
2
3
4
5
6
7
8
9
10
11
12
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.

13
14
15
16
17
18
19
20
21

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) day 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.

- 22
23
24
25
26
27
28
29
30
31
32
33
34
35
2. In the elementary schools, teachers shall report for duty and check their mailboxes 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.

36
37
38
39

Teacher Librarians 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.

- 40
41
42
43
44
45
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

1 emergency. Teachers shall be present on site for an additional sixty (60) minutes
2 weekly as selected at the professional discretion of the teacher.
3

4 Historically, the secondary teacher workday is comprised of six periods (one of which
5 is a conference period). Block Schedules and 7-period day schedules are alternate
6 schedule options for secondary school sites. Administration and the Site Based
7 Decision Making (SDM) will mutually agree upon the schedule format. In the
8 absence of SDM, the Instructional Leadership Team (ILT) made up of a majority of
9 teachers, may serve this role. Schedule formats must include a daily conference and
10 may not exceed maximum student contacts. Approval of the schedule will be based
11 on a majority of (50% plus 1) vote of those Bargaining Unit Members voting. The
12 voting process will only occur to change a schedule. Approved schedules must remain
13 intact for two (2) years. In the event of a fiscal emergency and/or changes in law
14 impacting schedules, this process may be revisited by the District prior to the
15 expiration of the two-year term after consultation with TALB. If a teacher volunteers
16 to teach an additional class during his/her conference period his/her instructional day
17 is extended approximately one hour before or after the regular instructional day to
18 provide the employee with the conference period allowed for in this Agreement.
19

- 20 4. During any school month, certificated staff may be required to attend on-site meetings
21 not to exceed a total of four (4) hours beyond the instructional day or duty day for
22 classroom teachers, or duty day for TOSAs, counselors and psychologists. Two (2)
23 additional hourly monthly meetings may be added at the discretion of the bargaining
24 unit and principal. The necessity for conducting the two (2) hourly meetings shall be
25 determined monthly at each site by either a simple majority secret ballot vote of the
26 bargaining unit employees who actually vote on the proposal and principal or by the
27 site shared decision-making body. The determination of which process will be used
28 shall be by an annual majority secret ballot vote of the bargaining unit and principal.
29

30 Attendance is required at only those meetings authorized by the principal. Principals
31 shall release site meeting schedules within the first two weeks of school.
32 Modifications to the released meeting schedule shall be communicated no less than
33 two (2) school days in advance through email. Teachers will be held accountable to
34 Level Offices protocols addressing missed site meetings. Such meetings may be held
35 before or after school and should be approximately one hour or less in length. Site
36 meetings beyond the instructional day in a typical school month would include two
37 (2) faculty meetings and two (2) other meetings; (e.g., grade level, department,
38 program review and/or in-service). In the event of a school or District emergency, or
39 urgent school business, principals may call additional meetings with the approval of
40 the appropriate assistant/deputy superintendent.
41

42 Special education teachers may be required to attend one off-site in-service meeting
43 per month as authorized by the Assistant Superintendent, Special Education. Such
44 off-site meetings beyond the instructional day should be approximately one hour or
45 less in length and will be included in the monthly computation.
46

1 During the term of this Agreement, the District shall maintain its practice of treating
 2 IEP meetings as mandatory; bargaining unit members attending such meetings beyond
 3 the duty day and in excess of four hours per month shall be paid therefore at their
 4 regular hourly rate provided they submit the Documentation of Mandatory Meeting
 5 Form to the Office of School Support Services.
 6

7 If mandatory meetings occur before or after the counselors'/psychologists' duty day,
 8 the counselors/psychologists may have their start or end times adjusted accordingly
 9 of the affected day(s). Counselors/psychologists required to attend mandatory site or
 10 district meetings beyond their duty day for which their start and/or end time cannot be
 11 adjusted, shall be paid at their regular hourly rate, provided they submit the
 12 Documentation of Mandatory Meeting Form to the Office of Student Support
 13 Services.
 14

- 15 5. The on-site workday for other unit members shall be as follows:
 16

17 On-site work hours for secondary school librarians, Teachers on Special Assignment
 18 (TOSAs), and program facilitators shall be eight (8) hours per day exclusive of lunch,
 19 except Friday when they may leave twenty (20) minutes prior to the end of their
 20 regularly assigned workday.
 21

22 On-site work hours for nurses shall be seven and one-half (7.5) hours per day
 23 exclusive of lunch, except Friday when they may leave twenty (20) minutes prior to
 24 the end of their regularly assigned workday. In cases of emergent student safety, the
 25 principal or designee may determine it is necessary for the employee to remain on-site
 26 to perform the assigned duties of the position or to fulfill professional obligations
 27 appropriate to the nurse assignment, the principal or his/her designee shall direct the
 28 employee to remain on-site up to a maximum of eight (8) hours a day.
 29

30 The on-site workday for counselors and psychologist shall be eight (8) hours per day
 31 exclusive of lunch.
 32

33 Modifications of the on-site work hours and the "early day" may be mutually agreed
 34 to by the employee and the site manager to accommodate a variety of job
 35 responsibilities that may be accomplished at a location other than the school site
 36 and/or outside of normal working hours. Driving time between District sites shall be
 37 included as part of the normal working day exclusive of the duty-free lunch period.
 38

- 39 6. Modification in the students' schedule shall have no effect on the unit member's
 40 workday as described above, except for Back-to-School Night in the fall and Open
 41 House in the spring. Additional exceptions may be approved by the appropriate
 42 assistant/deputy superintendent
 43

- 44 7. It is recognized that in carrying out job responsibilities, each employee shall perform
 45 many duties and adjunct responsibilities which occur outside of the scheduled on-site
 46 duty day. Duties include activities such as supervision of pupils, sponsorship of

1 student activities, and participation in school, districtwide, and parent-community
 2 committees and/or functions. It is intended that such adjunct duties will be assumed
 3 equitably by all unit members. Volunteers will be sought and a site shared decision-
 4 making process may be used to distribute adjunct duties; however, if there are
 5 insufficient volunteers, the manager retains the right to assign unit members to meet
 6 the needs of the school. The maximum expectancy for any secondary school teacher
 7 shall be twenty (20) hours per semester or forty (40) per year, exclusive of
 8 faculty/department meetings.
 9

10 Nurses, Psychologists and counselors will not be subject to adjunct duty as described
 11 for teachers. However, Psychologists and counselors are responsible for coordination
 12 with outside agencies such as, but not limited to, Department of Family Services
 13 response, working with psychiatric response teams and School Based Mental Health.
 14

15 Up to five (5) representatives from the District and five (5) representatives from TALB
 16 shall meet no later than January 14, 2026 to form a joint advisory committee to meet
 17 on as needed basis to address adjunct (secondary) and additional (elementary) duties.
 18

- 19 8. All unit members shall be entitled to the statutory minimum duty-free lunch period of
 20 thirty (30) minutes. This entitlement also refers to alternate lunch schedules adopted
 21 because of inclement weather. Normally, teachers can expect to have the same length
 22 of lunch period as students except that the site manager may assign employees to
 23 supervisory duties during the passing periods and/or to meet the occasional needs of
 24 the school lunch period situation.
 25
- 26 9. The scheduled preparation period at the secondary level is defined as paid working time
 27 for the specific purposes of preparing materials; conferring with students, parents,
 28 support staff, and administrators; attending IEPs; and other duties subject to assignment
 29 by the principal. It may also, if deemed necessary by the immediate site manager, be
 30 used for providing replacement services (class coverage) for a temporarily absent unit
 31 member.
 32

33 Replacement service may be required when another teacher is absent, no substitute is
 34 immediately available and, in the judgment of the administrator, no other certificated
 35 employee is available. Over the course of the school year the site manager shall
 36 distribute these occasional replacement assignments as equitably as possible among all
 37 available non-classroom certificated personnel and unit members. A record of
 38 equitable assignments shall be accessible to employees. When a unit member is
 39 assigned to provide such replacement service, the first two (2) hours, cumulative, per
 40 school year of such service shall be deducted from the employee's maximum
 41 expectancy (twenty [20] hours per semester or forty (40) per year) for adjunct duties.
 42 When a unit member is assigned to provide replacement service in excess of two (2)
 43 hours, cumulative, the unit member shall be paid for such excess service at the
 44 substitute hourly rate, Schedule P, and shall be required to remain on-site after his/her
 45 duty day for an equivalent number of minutes of preparation.
 46

1 Efforts will be made to assign non-bargaining unit employees to provide replacement
 2 service. If a bargaining unit member who has been asked to provide replacement
 3 service is relieved by such an employee within the first twenty (20) minutes of service,
 4 the bargaining unit member will be credited with thirty (30) minutes of coverage. If
 5 the coverage time is in excess of thirty (30) minutes, the employee shall be provided
 6 with one (1) hour of credit for replacement service.
 7

8 Elementary teachers assigned extra students, as a replacement service for a temporarily
 9 absent unit member, will be compensated \$25 per daily occurrence, after three (3)
 10 occurrences.
 11

12 **10. Testing:**

13 Affected secondary teachers will maintain a conference period during testing
 14 schedules. It is understood the length of a teacher's conference period may be shorter
 15 in duration during testing schedules. In the event a teacher needs to provide coverage
 16 for a testing session during their conference period, guidelines regarding replacement
 17 service outlined in Article V, Section A9 will be followed. Testing schedules will be
 18 provided to all teachers and published at least ten (10) days in advance.
 19
 20

21 **11. Elementary Preparation:**

- 22
- 23 a. In the elementary school, limited preparation time may be arranged at
 24 individual school sites through staffing patterns that (1) are educationally
 25 justifiable; (2) do not reduce total instruction time for students; (3) are
 26 developed jointly by the affected teaching staff and the site manager; and (4)
 27 are approved by the appropriate assistant/deputy superintendent.
 28
 - 29 b. At the elementary teacher's discretion, library time may be used as a
 30 preparation period when a credentialed librarian is scheduled to work with the
 31 entire class.
 32
 - 33 c. A school is not precluded from identifying additional opportunities for
 34 preparation time, especially for teachers of grades four and five, if the school's
 35 regularly scheduled, general funded, certificated staffing permits.
 36
 - 37 d. Teachers in Grades TK-5 shall receive a designated preparation time of 40
 38 minutes on dates identified by the District. Thursday shall be the scheduled
 39 preparation day which shall remain the same for all affected schools within
 40 the District. The dates shall be identified prior to the start of the new school
 41 year. The instructional minutes for Grades 1 through 5 must be consistent with
 42 the instructional minutes identified by the District for the particular grade
 43 level. Preparation periods shall normally be scheduled 35 times a year; but
 44 may be less in some years due to the placement of school holidays on the
 45 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.

- e. Except in cases of emergencies, no meetings shall be scheduled by the site administrator during the scheduled preparation period. However, this does not preclude a teacher from scheduling and participating in meetings of their choice during this time.
- f. No waivers shall be accepted or approved to modify the 40-minute preparation period for teachers.
- g. The designated 40-minute preparation period is part of the teachers’ regular workday.

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

13. At Alternative Education Sites not operating on a traditional on-site workday, 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 six (6) hours at the site except on staff minimum days and no fewer than eight (8) hours of total effort each workday for both classroom and non-classroom employees.

14. **Instructional Day.**

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

Kindergarten	36,000
Grades 1, 2, and 3	50,400
Grades 4 and 5	54,000

Grades 6, 7, and 8	64,800
Grades 9, 10, 11, and 12	64,800

except that:

- a. Schools with an organizational pattern of Grades K-8 shall provide a minimum of 54,000 instructional minutes for Grades 7 and 8.
- b. Schools which exceed the above required minimum number of instructional minutes for specified grade levels shall make no adjustment to reduce the number of instructional minutes at these grade levels without the express written consent of the appropriate assistant/deputy superintendent.

15. **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. Grade scheme should be determined and selected by the twentieth day of the school year. 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).

16. **Job Sharing:**

- a. The Job-Sharing Program is one in which two (2) permanent employees share the full responsibilities and the contract of employment of one (1) identifiable full-time position. The shared teaching assignment shall be (1) fifty-fifty (50-50) percent or (2) sixty-fourty (60-40) percent. The sharing shall be on a proportional division of the school day or of the school week.
- b. Applicants must be willing to provide a written commitment to serve a minimum of one (1) year in the shared position. If, because of extenuating circumstances, one of the participants cannot continue in a part-time assignment during the year, the District is under no obligation to return the individual to a full-time assignment until the following year; but the District may consider an earlier return if a position is available.
- c. Job sharing assignments shall be filled only by teachers who have jointly requested to work together. A listing of teachers interested in job sharing will be maintained by both the Certificated Personnel Office and the Teachers Association.

- 1 d. Applicants shall submit a joint written application to the affected site
2 manager(s) showing the names of the participants, positions affected, the
3 proposed sharing schedule, division of adjunct duties, and the potential benefit
4 to students. Mutual agreement between the two (2) employees, the principal,
5 the appropriate assistant/deputy superintendent, and the Assistant
6 Superintendent, Human Resource Services, is required before the job-sharing
7 assignment can be implemented. Applications shall be submitted on or before
8 March 1.
9
- 10 e. Individual job-sharing assignments will normally be evaluated prior to March
11 1. A decision with respect to continuance of each program will be made on or
12 before April 15.
13
- 14 f. Salary will be the prorated share of the amount an employee would have
15 earned had the employee not elected to exercise the option to participate in
16 job sharing. The contribution to STRS/PERS will be based upon the amount
17 of salary actually earned by the participant.
18
- 19 g. Job sharers will receive full District health and welfare benefits. The
20 District will contribute premiums on a prorated basis and participants will pay
21 the remainder of the required premiums. Employees not opting for District
22 health coverage shall provide evidence of health insurance from another
23 source.
24
- 25 h. The employee in a shared assignment will receive all contractual leaves on a
26 prorated basis.
27
- 28 i. If an employee on shared assignment is absent, the other party, whenever
29 possible and with the approval of the site manager, will trade days with his/her
30 partner or will agree to substitute for his/her partner in a regular substitute
31 status at the regular substitute rate.
32
- 33 j. The employee on a shared contract will be expected to participate in
34 professional responsibilities such as, but not limited to, the following:
35 participation in school, district-wide, and parent-community committees;
36 faculty meetings; Back-to-School Night activities; parent/teacher conferences;
37 report card preparation. Details of shared responsibilities are defined in the
38 application.
39
- 40 k. If, because of extenuating circumstances, one partner cannot continue in the
41 shared assignment, one of the following shall occur:
42
- 43 (1) The remaining participant fills the previously shared position on a full-
44 time basis;
45

- 1 (2) A new partner, mutually agreeable to parties, replaces the non-
 2 continuing partner;
 3
 4 (3) The remaining participant applies for a leave for which
 5 he/she is eligible.
 6
 7 (4) The remaining participant submits his or her resignation.
 8
 9 l. Continuation of any job-sharing partnership is contingent upon the annual
 10 mutual agreement of all parties.
 11
 12 m. Prior to approval of any job-sharing agreement the two teachers involved shall
 13 agree which of them shall remain at the site should the partnership be
 14 dissolved and both desire full-time assignment at that site but only one
 15 opening exists. In any circumstance, participants would have access to the
 16 District's voluntary transfer procedure.
 17
 18 17. **Parent/Teacher Conferences.** TK-5 classroom teachers in a TK-5 or TK-8 school
 19 shall have six (6) minimum days in the fall and two (2) minimum days in the spring
 20 for parent/teacher conferences.
 21
 22 18. **Library Media Teachers**
 23
 24 a. A library media teacher who maintains the library media center open for at
 25 least fifteen (15) minutes before school and fifteen (15) minutes after school
 26 will not be assigned bus and recess/nutrition duty.
 27
 28 b. Secondary classroom teachers shall stay with their classes when bringing them
 29 to the library media center; elementary teachers shall escort their classes to
 30 and from the library media center.
 31
 32 c. For classes brought to the library media center, contractual staffing ratios
 33 (including LMT and aides) shall be observed, except during Testing Periods
 34 or for special, occasional activities as determined by Site Based Decision
 35 Making.
 36
 37 d. Library Media Centers will close during the final week of school to allow
 38 LMTs time to close the library, conduct inventory, and complete other
 39 oversight tasks that are essential to running an effective library media
 40 program. The standard period for closing a library media center shall equal
 41 the number of days it is scheduled to be open during a regular week during the
 42 school year; the LMT in consultation with the site administrator may
 43 recommend a lesser or greater period depending upon the size of the center.
 44
 45 e. At the secondary level, the LMT at his/her discretion may continue to utilize
 46 a flexible schedule in order to service the entire school. At the elementary

1 level, the LMTs may utilize flexible scheduling for 20% of their scheduled
 2 work week at that particular site in order to permit collaborations with
 3 classroom teachers and their students for in-depth learning and research.
 4 LMT's without a Media Assistant shall close the library or be provided a
 5 substitute when required to attend District Mandated meetings, and
 6 professional development.
 7

8 19. Speech Language Pathologists
 9

10 It is agreed that the professional duties of employees require both on-site and
 11 off-site hours of work, that the varying nature of such professional duties may
 12 not lend itself to a total maximum daily work time of definite or uniform
 13 length, and that such duties are normally expected to involve no fewer than
 14 eight (8) hours of total effort each workday for both classroom and non-
 15 classroom employees. SLPs shall not be assigned to adjunct duty.
 16

17 The Preschool SLP caseload shall be as stipulated in Education Code
 18 56441.7. The District and the Association will review caseloads two (2)
 19 times per school year.
 20

21 20.. Nurses
 22

23 a. When students are not in session, nurses shall have a minimum of 30
 24 minutes protected time during each workday for the completion of
 25 IEP documentation, private parent/provider calls, training of staff,
 26 and other essential tasks. The specific timing of this protected time
 27 any further support needed to complete health assessments during the
 28 school day, will be determined through discussion and agreement
 29 between the nurse and the school principal, ensuring that it aligns with
 30 the needs of the school while minimizing disruption to student care.
 31 During this protected time the nurse will remain available if an
 32 emergency or urgent student health matters arises. Any necessary
 33 coverage during this protected time will be proved by support staff,
 34 as determined by administration in collaboration with the school
 35 nurse.
 36

37 B. **WORK YEAR:**

38 1. **Teachers** (including nurses, teachers on special assignment, and librarians):
 39

40 a. **Traditional Schedule.** The assigned work year shall be from the first day of
 41 the fall semester to the last day of the spring semester, inclusive. The school
 42 year encompasses (10.5) pay periods totaling two hundred and eleven (211)
 43 assigned days (one hundred eighty-four [184] actual duty days), dates which
 44 are specified in the calendars (see Appendix A). Beginning with the 2024-
 45 2025 school year, the assigned work year will include two (2) pupil free days.
 46 It is further agreed that in the middle and senior high schools two shortened

1 days for pupils will be scheduled at times to be approved by the appropriate
2 assistant/deputy superintendent.
3

4 The first and last days of the work year for all bargaining unit employees shall
5 be pupil free. All bargaining unit employees will have no fewer than four (4)
6 hours on each of these days to prepare for the starting and closing of school.
7

8 **2. Program Facilitators:**
9

- 10 a. **Traditional Schedule.** The assigned work year shall encompass two hundred
11 twelve (212) assigned days (one hundred eighty-seven [187] actual days), dates
12 for which are specified in the calendars (see Appendix A).
13
14 b. Based on identified program needs and the availability of sufficient special project
15 funds at individual school sites, program facilitators may request election for
16 additional service either before or after the regularly assigned work year, or during
17 designated non-work periods at year-round schools.
18

19 **3. Counselors and School Psychologists:**
20

- 21 a. Traditional Schedule. The assigned work year shall encompass two hundred
22 twenty-four (224) assigned days (one hundred ninety-six [196] actual days), and
23 dates for which are specified in calendars (see Appendix A).
24

25 **4. Split Assignments.** In cases of split assignments, employees so affected shall work
26 each assigned day a number of hours which reflects the employee's assignments. A
27 split assignment refers to a full-time employee whose contract assignment includes
28 two job classifications (Example: teacher/program facilitator).
29

30 **5. Emergency.** In the event of an emergency or other event resulting in less than the
31 scheduled number of workdays, the District agrees to consult with the Association
32 before determining the number and dates of specific days to be rescheduled to ensure
33 the total contract workdays for all unit employees.
34

35 **6. Holidays.** The District agrees to grant all employees those non-paid, legal and Board-
36 designated holidays which occur during their specified traditional or year-round
37 calendars.
38

- 39 a. Legal holidays shall include Independence Day, Admission Day, Labor Day,
40 Veterans Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr.
41 Martin Luther King Jr. Day, Lincoln Day, Presidents Day, and Memorial Day,
42 and Juneteenth.
43
44 b. In addition, the District agrees to grant two (2) holidays to be designated by
45 the Board of Education. One of these holidays shall be the Friday following
46 Thanksgiving Day.

- 1
2 c. When a legal holiday falls on Saturday, the preceding Friday shall be
3 observed as a holiday. When a legal holiday falls on Sunday, the following
4 Monday shall be observed as a holiday.
5

6 Consistent with the above provisions, the date of each holiday shall be set forth
7 in the calendar (see Appendix A).
8

- 9 7. **Summer School and Intersession Programs.** Teachers elected to provide additional
10 service during summer school on traditional calendar or intersession programs on
11 year-round calendars will be compensated per Salary Schedule P.
12

13 Note: Any changes in leave provisions or other benefits as a result of the collective
14 bargaining process will apply equally to summer school and intersession program
15 teachers.
16

17 All eligible employees will have an opportunity to apply to teach during intersession
18 or summer school. All employees whose most recent final evaluation is effective in
19 all areas directly related to classroom instruction and student achievement are eligible
20 for selection for summer school and intersession employment. Employees with one
21 “Developing” rating will also be eligible for the opportunity to apply to teach during
22 intersession or summer school if they receive approval from their current principal.
23 Applicants will be selected based upon (a) the needs of the program to be offered and
24 (b) when applicable, a system of rotation after having served three consecutive
25 intersessions or summer school assignments if there are other qualified applicants.
26 When the above considerations are substantially comparable, decisions shall be based
27 upon length of service in the District.
28

- 29 8. **Traveling Teachers in Secondary Schools.** Except in the most extraordinary
30 circumstances, secondary teachers serving in their initial year in the profession will
31 not be scheduled as traveling teachers.
32

- 33 9. Except in specific situations, teachers will be assigned a 180-day school year (184-
34 day duty year). Teachers who are asked to work beyond those days will be
35 compensated at their hourly rate for the additional time.
36

- 37 10. Mandated Training
38

39 Each fall, all bargaining unit members shall complete Annual Mandated Training
40 within the timeline established by the District. The District will reserve four (4) hours
41 of required meeting time established under Article V(A)(4) and/or Article V(B) (pupil
42 free days) to complete Annual Mandated Training. TALB and the District agree to
43 meet and negotiate immediately if Annual Mandate Training exceeds four (4) hours.
44
45
46

ARTICLE VI

Compensation

A. SALARIES:

1. **Salary Schedules and Regulations:** The regular rate of pay for each employee in the bargaining unit shall be in accordance with the Salary Schedules available at work sites and Provisions for Administration of Salary Schedules incorporated in Appendix B of this Agreement.
2. **Biweekly Salary Advance:** Upon submission of a timely request, an employee may be advanced not more than one-half of his/her net pay after deductions every two (2) weeks.
3. **Payroll Errors:** Proper salary class and step placement is a joint responsibility of the employee and the District. All employees are encouraged to review their salary placement annually and should they believe that they are improperly placed on the salary schedule, they should immediately bring this information to the attention of the District. 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, the District will issue a warrant for approximately ninety (90) percent of the net underpayment from the revolving fund within ten (10) working days from the day the error has been verified and Payroll receives written notification. Full adjustment will be reflected in the employee's next regular pay warrant.

- a. When an employee requests an audit of payroll records beyond the immediately preceding thirty-six (36) months, the employee will be charged for this service at the rate of \$20 per hour. The service fee will be waived if the audit reveals an actual error. The employee may request an estimate of the time involved in the audit prior to authorizing Payroll to proceed.
- b. Within two years of receipt of the annual service credit statement from the State Teachers Retirement System (STRS)/Public Employees Retirement System (PERS), employees may request review of a perceived discrepancy in annual service as reported in that statement.

Should the incorrect salary placement result in an overpayment the following procedures, as outlined in Education Code section 4404.5, 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

1 District's claimed overpayment, the District shall first initiate a legal action and
 2 obtain a court order validating the claimed overpayment amount before it may
 3 recover the overpayment amount. If in court the employee is represented by
 4 council supplied by TALB, then the provisions of subdivision (b) of Section
 5 35483.8 of the Government Code shall apply to the litigation.
 6

- 7 b. If the employee agrees that the District overpaid them in the claimed amount,
 8 reimbursement shall be mad to the school employer through one of the following
 9 methods mutually agreed to by the employee and the school employer: (A) Cash
 10 payment or cash instalment payments; (B) Installment payments through payroll
 11 deduction covering at least the same number of pay periods in which the error
 12 occurred; (C) The adjustment of appropriate leave credits, provided that the
 13 overpayment involves the accrual or crediting of leave credits. Any errors in sick
 14 leave balances shall be adjusted with sick leave credits, and any installment shall
 15 not exceed the amounts specified in Section 706.050 of the Code of Ci vile
 16 Procedure.
 17
- 18 c. Absent mutual agreement on a method of reimbursement pursuant to section (2)
 19 above, within 30 days of the employee verifying the overpayment amount the
 20 district shall proceed with recoupment in court pursuant to section (1) above.
 21
- 22 d. An employee who is separated from employment before full repayment of the
 23 overpayment amount owed shall have ana mount sufficient to provide full
 24 repayment withheld from any money owed to the employee upon separation,
 25 provided that the state minimum wages is still paid to the employee. If the mount
 26 owed to the district upon separation is insufficient to provide full reimbursement
 27 to the District, the District shall have the right to exercise any and all other legal
 28 means to recover the additional amount owed.
 29

30 **4. Pay Warrant Adjustments:**
 31

- 32 a. (Education Code, Section 45051) Contract employees hired after the
 33 beginning of the contract year shall be notified at the time of employment that
 34 they will receive a pay adjustment in their first warrant. Contract employees
 35 who resign, retire, go on unpaid leave, or are terminated prior to the end of
 36 their work year may have their last pay warrant adjusted.
 37
- 38 b. The annual salary of any employee who is employed after the beginning of
 39 the school year, or who resigns, retires, is terminated, or goes on unpaid leave
 40 prior to the end of the school year shall be computed by comparing the
 41 number of days actually worked by the employee (including absence days in
 42 paid status) to the total number of working days in the school year.
 43

44 **5. Additional Assignments:** Bargaining unit employees qualified for additional
 45 teaching assignments in School for Adults and/or summer school shall be given
 46 priority consideration. Employees selected by the District to fill positions in the

1 Additional Assignments Schedule shall be paid at the rates and in the manner
2 described in that schedule.

- 3
4 6. **Occasional Projects:** Employees elected by the governing board to work additional
5 days on projects related to their primary job responsibilities shall be paid at District
6 hourly rates as described in the Additional Assignments Schedule.

7
8 7. **Catalina Island Employees:**

9
10 a. Full-time employees who actually work and reside on Catalina Island shall
11 receive a salary addition as provided in the Certificated Non-Management
12 Salary Schedule. In addition, effective the first school day each year, Catalina
13 Island employees shall receive a travel expense allowance. For 2025-2026,
14 the allowance is \$1366.78. Each year thereafter, the allowance will be
15 adjusted by the same percentage as the salaries of K-12 unit members.
16 Employees working less than full time shall receive a share of the travel
17 expense allowance proportionate to the time worked.

18
19 b. Upon employee request, the District shall provide costs not to exceed \$500
20 for moving possessions and an automobile to Catalina Island.

21
22 c. The District shall pay employee costs of routine transportation to and from
23 in-service training meetings required by the District.

- 24
25 8. **Mileage.** Employees who are authorized by the Board of Education to receive
26 reimbursement for mileage will be reimbursed at the rate per mile established by the
27 Internal Revenue Service for business mileage.

- 28
29 9. **403(b) and 457 Plans.** Unit members may participate in the District approved tax
30 sheltered annuity plans, including the 403(b) and 457 plans, through voluntary
31 payroll deduction. The District shall pay the fees, if any, of a third-party
32 administrator who will be responsible for plan administration and compliance. The
33 District shall consult with TALB when considering a change in the 403(b) or 457
34 third party administrator.

35
36 B. **HEALTH AND WELFARE BENEFITS:**

- 37
38 1. **Employee Eligibility.** Bargaining unit employees working fifty (50) percent or more
39 of a full-time assignment as defined in Article V, Section A.11., (exclusive of job
40 sharing, Article V, Section A.14.) are eligible for health, dental, vision, and life
41 insurance benefits as provided in this Article. Effective 2010-11, the employer
42 contribution shall be pro-rated for less-than-full-time unit members.

43
44 a. All coverage is effective the first day of paid service or first paid day upon return
45 from unpaid leave of absence.

- 1 b. Any employee in unpaid leave status for a period in excess of thirty (30)
2 calendar days may continue health and welfare benefit coverage as provided
3 in this Article by personally paying the premiums. The percent of the annual
4 premiums to be paid shall be the same as the percent of the contract year
5 during which the employee is in unpaid leave status. (For example, a one
6 hundred eighty-four [184] workday teacher on unpaid leave for one [1]
7 semester, i.e., ninety-one [91] days, is responsible for fifty (50) percent of the
8 annual benefit premiums.)
9
- 10 c. An employee who fails to enroll during open enrollment or within thirty (30)
11 days of initial eligibility will be automatically enrolled in the lowest cost
12 medical plan, Delta Premier, Vision, and Life.
13
- 14 d. Dependents of employees who, pursuant to paragraph c. above, are defaulted
15 into the designated District group medical plans are not eligible to be enrolled
16 except as follows:
17
- 18 (1) During the next open enrollment period; and/or
19
- 20 (2) Within thirty (30) days of becoming eligible by virtue of such
21 qualifying events as birth, adoption, marriage or registering of a
22 California Domestic Partnership.
23
- 24 2. The 2013 District annual maximum contribution toward individual unit member
25 insurance premiums for District medical plans for full time employees, employee
26 plus one and family coverage shall be based on the 2013 District PPO rates as
27 adjusted by the cost containment changes. The District’s annual maximum
28 contribution excludes District dental and vision insurance.
29

30 Beginning the 2014 insurance year (January 1, 2014), and each year thereafter, the
31 District shall increase the prior year’s District annual maximum (DAM) contribution
32 toward individual unit member insurance premiums for District medical plans for
33 full-time employees, employee plus one and family coverage by 3.5%. In the event
34 the elected coverage in a District insurance program exceeds the above stated District
35 maximum annual contribution, the cost difference shall be paid by the unit member
36 through payroll deduction. Employees will be required to pay the cost difference for
37 each plan (except for the lowest cost medical plan) and their selected tier (Employee
38 Only, Employee Plus one (1) and Family). The Health Benefits committee shall
39 actively work to limit increases greater than 3.5%, through plan design modifications,
40 vendor selection, wellness programs, and member education. In the event that the
41 combination of the annual medical plan rate increase and/or cost containment results
42 in premiums below the District maximum annual contribution described above, that
43 difference will mitigate future rate increases.
44

45 Effective January 1, 2016 District plans shall be managed in the following manner:
46

- 1 a. Effective July 1, 2016 the new plan year shall be based on the fiscal year (12
2 months).
3 i. Open enrollment shall take place in May of each year with all plan
4 changes being effective on July 1.
5 b. Flexible Spending Accounts plan year will match the District’s fiscal year
6 (July 1 – June 30) with open enrollment taking place in May of each year and
7 all plan changes taking effect July 1.
8 c. In the initial transition year, the deductibles and out-of-pocket maximums that
9 have accrued during the “short” plan year shall carry over for the first plan
10 year based on the fiscal calendar. The accrued deductible and out-of-pocket
11 maximum then shall reset back to zero on July 1, 2017.
12 d. The District Annual Maximum (DAM) shall be converted to the fiscal year
13 by taking the arithmetic average of the DAM for 2016 and 2017 calendar
14 years.
15

16 Example:

$$17 \quad 2016-2017 \text{ DAM} = [(2016 \text{ DAM}) + (2017 \text{ DAM})]/2$$

18 Effective July 1, 2017 the DAM will increase each July 1 by 3.5%.
19

- 20 3. The lowest cost District medical plan offered unit members in any given insurance
21 year shall not be subject to the District annual maximum contribution described in
22 Section 2 above. In the event that the District anticipates that the premiums for the
23 lowest cost District medical plan may exceed the District annual maximum
24 contribution as described in Section 2 above in the succeeding year, negotiations will
25 automatically be initiated to address the excess cost during the next round of
26 negotiations.
27
- 28 4. All eligible unit members retiring from the District after August 31, 2013 shall
29 receive the same District annual maximum contribution for District medical plans
30 provided to active unit members. The retiree, or un-remarried spouse including
31 registered domestic partners of the deceased retiree, shall pay the difference to remain
32 in the District medical plan through the duration of benefit eligibility, as defined in
33 Article VI, Section C. Spouse who remarry and those who register with a new
34 domestic partner would not maintain eligibility.
35
- 36 5. The District shall apply any health benefit cost containment changes, including plan
37 design changes, implemented for active employees to retirees.
38
- 39 6. **Health Insurance.** Employees may choose coverage for themselves and their
40 eligible dependents or same gender domestic partners for whom a Declaration of
41 Domestic Partnership is currently on file in the office of the Secretary of State for the
42 State of California. A choice shall be made from any one of the approved plans
43 described below during the enrollment period announced by the Risk Management
44 Branch.
45

1 The District agrees to offer employees medical health benefits that include at least
 2 one PPO and two HMO options. Specific providers, plans and plan designs shall be
 3 provided to employees annually prior to open enrollment. Modifications to providers,
 4 plans, and plan designs shall be subject to recommendations by the Health Benefit
 5 Committee (HBC) and shall be subject to negotiations by the parties. Specific
 6 providers and plan designs will not be outlined in the Agreement although they will
 7 be subject to negotiations, and the contractual grievance procedures. (Supersedes
 8 Article VI, Section B.2a, b, and c except the first sentence of Section Article VI, B.2).
 9

10 a. **Kaiser Foundation Health Plan.**

11 Brief description of coverage: Unlimited lifetime maximum. Continuation of
 12 existing plan without modification of benefits, except as noted.
 13

14 Annual out of pocket maximums are \$1,500 Individual and \$3,000 Family
 15

16 Physician Visit: \$10 co-pay, effective 7/1/2017.
 17

18 Emergency Room Visit: \$100 co-pay, effective 3/1/2013. The fee is waived
 19 if the person is admitted to the hospital.
 20

21 Chiropractic Care: \$5 co-pay and 30 visits per year, effective 1/1/07.
 22

23 Prescription Plan: 100 Day Supply): Retail Generic and Non-Formulary co-
 24 pays are \$5; Retail Brand co-pay is \$10 effective 7/1/17.
 25

26 b. **HMO Plan.**

27 Brief description of coverage: Effective March 1, 2013, this plan will be
 28 referred as the HMO TALB plan. The ability to move between the HMO and
 29 Comprehensive Major Medical is no longer available. Continuation of
 30 existing plan without modification of benefits, except as noted.
 31

32 HMO. Office visits, \$10; no deductible; hospitalization 100% covered.
 33 Unlimited lifetime maximum.
 34

35 Emergency Room Visit: \$100 co-pay, effective 3/1/2013. The fee is waived
 36 if the person is admitted to the hospital.
 37

38 Chiropractic Care HMO): \$5 co-pay, up to 30 visits per year, effective 1/1/07.
 39

40 Prescription Plan: Effective 7/1/18, the HMO prescription plan will revert to
 41 a three (3) system by the provider. Retail co-pay per thirty (30) day
 42 prescription: \$5 generic; \$10 formulary; and \$35 non-formulary. Mail order
 43 co-pay for up to ninety (90) day prescription supply: \$5 generic; \$10
 44 formulary; and \$35 non-formulary.
 45

1 c. **PPO. COMPREHENSIVE MAJOR MEDICAL.** Continuation of
 2 existing plan without modification of benefits, except as noted.

3
 4 (a) Effective January 1, 2016, \$300/\$600 deductible; 20% co-
 5 insurance; \$1,000 individual/\$2,000 family per year out-of-
 6 pocket limit (in addition to deductible).

7
 8 (b) Effective January 1, 2016, \$500/\$1,000 deductible; 40% co-
 9 insurance; \$5,000 individual/\$10,000 family per year out-of-
 10 pocket limit (in addition to deductible).

11
 12 (c) Chiropractic Care PPO: Up to 25 visits per injury. Extra
 13 Visits must be deemed medically necessary as of 1/1/22.

14
 15 Emergency Room Visit: (In-Network/Out of Network) \$100 co-pay,
 16 effective 7/1/2017. The fee is waived if the person is admitted to the hospital;
 17 subject to plan specifications.

18
 19 Prescription Plan: Effective 7/1/2017 the PPO plan will include a
 20 comprehensive prescription program with the following co-pay structure:

21
 22 National Formulary: The District shall participate in the National Formulary
 23 to the extent offered by the district PPO Plan’s Pharmacy Benefit Manager
 24 effective July 1, 2016.

25
 26 Retail Pharmacy (30 Day Supply): \$5 co-pay for generic; \$20 co-pay for
 27 formulary; and \$50 co-pay for non-formulary.

28
 29 Mail Order (90 Day Supply): \$0 co-pay for generic; \$20 co-pay for
 30 formulary; and \$50 co-pay for non-formulary.

31
 32 d. Hearing Aids. Any active employee who is insured under any one of the
 33 District sponsored medical plans may request reimbursement for the costs of
 34 hearing aids. The maximum amount of reimbursement shall not exceed one
 35 thousand dollars (\$1,000) within any three (3) year period. The cost of
 36 hardware, fitting tests, and other tests related to the hearing aids purchased
 37 shall be included for reimbursement purposes.

38
 39 7. **Dental Insurance.** The District agrees to provide eligible employees with District
 40 payment of premium costs. Employees may choose between approved plans described
 41 below:

42
 43 a. Delta Dental, PPO Plus Premier. This is a continuation of the present plan and
 44 the District shall continue to pay premium costs under this plan for the employee
 45 only. The employee may choose to pay premium costs for eligible dependents.
 46 Maximum amount paid by plan per person per calendar year:

1
2 In-Network PPO Dentists: \$2,200.
3 Premier and Out-of-Network Dentists: \$2,000.
4

- 5 b. DeltaCare USA Dental Health Plan. This is a continuation of the present plan.
6 Coverage for both the employee and his/her eligible dependents is provided for
7 by this plan.
8

9 8. **Life Insurance.** Employees whose regular annual salary exceeds fifteen thousand
10 dollars (\$15,000) shall be insured for the amount of the annual salary but not to exceed
11 fifty thousand dollars (\$50,000); employees whose regular annual salary is fifteen
12 thousand dollars (\$15,000) or less shall be insured for fifteen thousand (\$15,000). The
13 amount of coverage shall be based upon the salary rate on the last day of actual service
14 to the District by the employee.
15

16 9. **Vision Care Insurance.** The District agrees to provide vision care insurance for eligible
17 employees. The EyeMed plan provides one (1) comprehensive examination every
18 twelve (12) consecutive months; two (2) pairs of lenses in any twenty-four (24)
19 consecutive months. Employee is responsible for paying a ten dollar (\$10) deductible
20 per calendar year. Prior enrollment in the plan is required.
21

22 Employees may purchase an enhanced vision plan for the employee, employee plus one,
23 or employee plus family through the District. The District standard allocation for the
24 Vision Plan will be deducted from the cost of the enhanced plan. The remaining costs
25 will be covered though monthly payroll deductions.
26

27 10. **Mental Health Care Service.** Employees and eligible dependents shall be provided
28 outpatient mental health care service through the same Health provider in which the unit
29 member is enrolled through the District (i.e. If medical is provided by the PPO, the mental
30 health care is provided through the PPO.)
31

32 11. **125 Plan- Flexible Spending Accounts.** Upon securing the appropriate government
33 approval, the District will provide employees the opportunity to participate in a 125 Plan
34 at no administrative cost to the employee. Attendance at informational meetings shall be
35 voluntary.
36

37
38 C. **DURATION OF BENEFITS:**
39

40 1. **Retiring Employees After Seventeen Years of Service.** Employees shall be
41 eligible for District-paid premiums for health insurance provided that (a) the
42 employee is age fifty-five (55) or older upon retirement and has seventeen (17) or
43 more service years in the District or (b) the employee has at least thirty (30) years of
44 service credit with STRS or PERS and seventeen (17) or more service years with the
45 District. This benefit shall end when the retiree reaches age sixty-seven (67) on the
46 condition that the retiree, if eligible, applies for coverage under Medicare Part A and

1 B coverage at age sixty-five (65). Eligible employees who fail to apply for such
 2 coverage will not receive District-paid premiums for health insurance from age sixty-
 3 five (65) to age sixty-seven (67). The retiree, or un-remarried spouse of deceased
 4 retiree, may remain in the District plan by paying personally the insurance premiums
 5 without any limit on age.
 6

7 Medicare coverage will be primary for those employees who are eligible; the
 8 District's plan will provide secondary or umbrella coverage over Medicare payments.
 9 Additional information is available from the Risk Management Branch. (For health
 10 insurance benefits, unit member employees compensated for fifty [50] percent or
 11 more of a full-time assignment will receive one [1] year of credit toward the required
 12 seventeen [17] years of service.)
 13

14 Note: Time worked in an hourly assignment (0.0 FTE Position) is not included in
 15 service credit, for the purposes of eligibility for District-paid premiums for health
 16 insurance for retiring employees.
 17

- 18 2. **Resigning/Retiring Employees.** Employees who do not qualify under Section 1.
 19 above and who resign as of the last day of the traditional school year and after having
 20 served a complete contract year immediately prior thereto shall be eligible for
 21 District-paid health, dental, vision, and life insurance benefits through September 30
 22 following the school year of service.
 23

24 Resigning/retiring employees (regular or temporary contract) who complete a full
 25 year of service and who were originally employed in the District on a year-round
 26 calendar with salary prorated over two hundred sixty (260) days will have benefits
 27 provided through September 30 following the school year of service. Retirees age
 28 fifty-five (55) or older may remain in a District plan by paying personally the
 29 insurance premiums beginning the first of the month after the employee's retirement
 30 date. There is no limit on age. Medicare coverage will be primary for those
 31 employees who are eligible; the District's plan will provide secondary or umbrella
 32 coverage over Medicare payments. Additional information is available from the Risk
 33 Management Branch.
 34

- 35 3. **Temporary Contract Employees.** Persons with temporary contracts on traditional
 36 calendar who receive a letter of assurance for future employment shall have
 37 continuous health, dental, vision, and life insurance benefits through the months of
 38 July, August, and September following receipt of the letter of assurance.
 39

- 40 4. **Employees on STRS/PERS Disability.** Employees who otherwise qualify and who
 41 are disabled and begin drawing STRS/PERS disability payments after June 1, 1979,
 42 shall be eligible for District-paid health insurance for the term of the disability but
 43 not more than thirty-nine (39) months from the dates of approval of the disability
 44 allowance.
 45

1 5. **Health Insurance Extension.** For employees who do not qualify for benefits as
 2 described in Sections C.1. or C.2. above, District-paid health, dental, vision, and life
 3 insurance coverage shall be extended to the end of the calendar month in which
 4 employment is terminated.
 5

6 6. **Dental Insurance Extension.** Employees who retire from the District may remain
 7 in a District plan by paying personally the insurance premiums as provided for in
 8 Education Code, Section 7000. Employees who terminate employment with the
 9 District may extend their dental insurance at employee expense as provided in the
 10 Consolidated Omnibus Budget Reconciliation Act (COBRA). Information should be
 11 requested from the Risk Management Branch.
 12

13 D. **TUBERCULOSIS EXAMINATION.** Required examinations for tuberculosis shall be
 14 provided by the District at no cost to employees only if District-designated service providers
 15 are utilized. The TB testing procedures has added a TB risk assessment questionnaire and,
 16 if risk factors are identified, the District shall require TB testing and examination to
 17 determine the unit member is free of infectious tuberculosis. The examination shall consist
 18 of an approved intradermal tuberculin test (Mantoux), which, if positive, shall be followed
 19 by an x-ray of the lungs.
 20

21 E. **CONSULTATION MEETINGS.** The Association shall be invited on an annual basis to
 22 consultation meetings with the District and other employee groups for the purpose of
 23 exchanging information on the implementation of health, dental, and vision plans. The
 24 District also shall provide the Association the following documents without cost: provider
 25 service agreements, financial reports, cost containment reports, and claims information
 26 summaries.
 27

28 F. **HEALTH AND WELFARE BENEFITS COMMITTEE.** The Association and District
 29 agree to form a joint committee to meet on an as needed basis to address the current and
 30 projected increases in health care costs. All recommendations will be submitted for
 31 consideration to the respective collective bargaining teams for negotiating. The specific
 32 duties of the subcommittee shall include:
 33

34 a. Actively considering health and benefit cost containment measures relating to District
 35 PPO, HMO, vision and dental insurance plans for recommendation to the parties. This
 36 includes, but is not limited to, co-payments and plan design modifications, active rate
 37 bidding by health care vendors/providers and alternative plans. It is the intent that the
 38 subcommittee shall use every reasonable effort to maintain the premiums for the lowest
 39 cost District medical plan below the District annual maximum contribution described in
 40 Section B.2 above.
 41

42 b. Membership education intended to fully maximize health benefits in a manner that
 43 encourages cost containment and quality health care (e.g., use of emergency room for
 44 non-emergency matters, use of generics, etc.).
 45

46 c. Ongoing data sharing regarding comparable costs and health plans with similar districts.

1
2 d. Timelines for meetings consistent with making necessary recommendations for ongoing
3 negotiations and health benefit renewal dates.
4

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

10
11 Subject to state or federal regulations, the parties agree that all data and communications
12 regarding health and welfare benefit programs shall be shared openly between the parties,
13 including discussions regarding bidding and renewals.
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45

ARTICLE VII

Leaves of Absence

A. LEAVES OF ABSENCE (GENERAL):

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

Any leaves which might be granted during periods described above will be on a case-by-case basis and will not be precedent in future cases.

4. When approved, leaves of absence without pay for personal business, vacation or recreation shall be limited to a maximum of five (5) consecutive workdays.
5. The District shall determine procedures on employee responsibilities for application, notification, and verification regarding use of all authorized leaves of absence. Employees shall be advised of such procedures. The District shall consult with the Association prior to modification of such procedures. Upon request, the District shall annually provide to the Association a copy of all forms, procedures and Board of Education-adopted policies related to this Article.
6. **Return From Leave of Absence:**
 - a. Any employee returning within the same work year from sick leave, bereavement leave, statutory leave, judicial leave, personal necessity leave, or Family and Medical Leave Act (FMLA) or California Family Rights Act (CFRA) shall return to the same position assigned previous to the commencement of the leave.
 - b. Any employee on leave as described in 6.a., for no more than one school year, who notifies the District in writing by the last duty day of that school year of his/her intent to return, and who actually returns to work on the first duty day

1 of the next school year, shall return to the same site assigned prior to the
2 commencement of leave.

- 3
4 c. Any employee returning from a leave of absence other than as described in
5 6.a. and b., shall be assigned to a position where an opening exists and within
6 the credential area and division/special service area assigned previous to the
7 commencement of the leave. Notification of intent to return to service must
8 be submitted on or before the first day of March by the employee who plans
9 to return at the beginning of the first semester of the following school year,
10 or ninety (90) days before the expiration of the leave if an employee is
11 returning at another time during the year. Priority consideration for
12 assignment will be given to those meeting the March 1 deadline.

13
14 **B. LEAVES OF ABSENCE WITHOUT PAY:**

- 15
16 1. Leaves of absence without pay may be granted to employees for the following
17 purposes and when granted shall be governed by the conditions specified:
18
- 19 a. **Advanced Professional and Academic Training.** Leave shall be for no
20 more than twelve (12) consecutive months nor more than one such leave in a
21 seven (7) year period and this period must be coterminous with an
22 intersession, a semester, or year.
23
- 24 b. **Service** as a member of the Peace Corps, the Job Corps, or the Domestic
25 Peace Corps (Volunteers in Service to America). Not more than twenty-four
26 (24) consecutive months.
27
- 28 c. **Teaching in a Foreign Country.** Leave shall be for no more than twenty-
29 four (24) consecutive months nor more than one such leave in a seven (7)
30 year period and this period must be coterminous with an intersession, a
31 semester, or year.
32
- 33 d. **Travel in Foreign Country.** Leave shall be granted for a period of no longer
34 than twelve (12) consecutive months nor more than one such leave in a seven
35 (7) year period and this period must be coterminous with an intersession, a
36 semester, or year.
37
- 38 e. **Rest and Recuperation.** Requires doctor's statement. No more than twenty-
39 four (24) consecutive months.
40
- 41 f. **Rest and Recreation.** No more than twelve (12) consecutive months.
42
- 43 g. **Child Care.** May be granted to either or both parents immediately
44 following paid parental leave for child bonding/child care under Section
45 C.10 of this Article, for a period coterminous with a semester, a school year,
46 or the conclusion of an intersession, provided the employee notifies
Certificated Personnel at least three weeks prior to the beginning date of the

1 leave. A second consecutive year of unpaid childcare leave may be granted
 2 by the District upon the request of the employee.

3
 4 h. **Military Service.** As provided in the Education Code and the Military and
 5 Veterans Code.

6
 7 i. **Work Experience.** No more than twelve (12) consecutive months. The
 8 work experience must be directly related to the employee's job
 9 responsibilities.

10
 11 j. **Disability.** Granted to an employee who has been approved by the State
 12 Teachers Retirement System/Public Employees Retirement System to
 13 receive a disability allowance. The period of such leave will be the term of
 14 the disability but not more than thirty-nine (39) months from the date of
 15 approval of the disability allowance.

16
 17 k. **Position Leave.** Granted to an employee assigned to serve in a specially
 18 funded program.

19
 20 l. **Teach in Another School District** No more than (24) twenty-four
 21 consecutive months nor more than one such leave in a seven (7) year period.

22
 23 m. **Family Medical Leave Act (FMLA)/ California Family Rights Act**
 24 **(CFRA).** As provided for in statute; for example, to care for him/herself, a
 25 child, parent, or spouse with a serious health condition. Health care provider
 26 certification may be required. See employee notification at work site for
 27 additional information.

28
 29 Eligible employees are entitled to twelve (12) workweeks of FMLA/CFRA
 30 leave in a rolling year beginning on the first date leave is taken and counting
 31 forward from that date.

32
 33 n. Other reasons which are deemed sufficient by the Board of Education.

34
 35 2. Probationary, and special contract employees are eligible for only the following
 36 unpaid leaves: rest and recuperation; child care; military service; disability;
 37 FMLA/CFRA leave (if employed at least twelve months, which need not be
 38 consecutive); and in the most extraordinary circumstances, leaves for other reasons
 39 deemed sufficient by the Board of Education.

40
 41 3. Current STRS/PERS regulations state that employees who are on unpaid leave of
 42 absence do not earn retirement credit. Use of reduced pay or unpaid leave of absence
 43 reduces the employee's STRS/PERS service credit for that year. STRS/PERS service
 44 is credited in proportion to the amount an employee actually receives in
 45 compensation compared to the amount that employee would have received had
 46 he/she been compensated for the full year (earned divided by the total earnable).

1
2 **C. LEAVES OF ABSENCE WITH PAY:**
3

- 4 1. **Bereavement Leave.** Employees are entitled to leaves of absence, not to exceed five
5 (5) as a result of the death of any member of the immediate family or reproductive
6 loss. Bereavement leave is non-cumulative and shall be taken only sequentially and
7 immediately following the death of a member of the immediate family or
8 reproductive loss. No deduction shall be made from the salary of the employee, nor
9 shall the leave be deducted from leave granted in other sections of this Article.
10 Members of the immediate family include mother, step-mother, father, step-father,
11 grandmother, grandfather, or grandchild of the employee or of the spouse of the
12 employee or registered domestic partner; and the spouse, son, son-in-law, daughter,
13 daughter-in-law, brother, brother-in-law, sister, sister-in-law, of the employee or of
14 the spouse of the employee; or any person having a principal place of residence in
15 the immediate household of the employee. Employees who take bereavement leave
16 shall be responsible for following all notification procedures as per Section A.5. of
17 this Article.
18
- 19 2. **Imminent Death Leave.** Certificated employees under contract are entitled to two
20 (2) days (non-cumulative) imminent death leave at full pay during each fiscal year.
21 This type of leave may be authorized in case of accident or critical illness of a
22 member of the immediate family (as defined in paragraph 1. of this Section) when
23 death of the family member is imminent.
24
- 25 3. **Sick Leave:**
26
- 27 a. Sick leave entitlement shall be deducted using the following procedures.
28 Absent from work for the entire school day will be charged for eight (8) hours
29 of leave. Absent for part of a school day will be charged in half-hour
30 increments only for the time, within their duty day, that they are off site.
31
- 32 For payroll computation:
33
- 34 .5 day = 4 hours leave
35 1.0 day = 8 hours leave
36
- 37 b. For each school year of service every employee employed five (5) days a
38 week (1.00 FTE) shall be entitled to the following leave of absence with full
39 pay for illness or injury
40
- 41 184 work day employees: 10.31 days (82.49 hours)
42
- 43 Sick leave may be deducted in one-half (1/2) hour increments.
44
- 45 c. An employee in less than a full-time assignment and/or employed for less
46 than a full contract year shall receive and have sick leave deducted in direct

1 proportion to the percentage of the assignment; e.g., an employee with a fifty
 2 (50) percent assignment shall earn fifty (50) percent of what a one hundred
 3 (100) percent assignment shall earn.
 4

- 5 d. Kin Care Leave (Labor Code § 233): Full time unit members shall be entitled
 6 to use six (6) days of accrued and available sick leave each school year to
 7 attend to an illness of or take to a doctor for preventive care a child, parent,
 8 parent in law, spouse, registered domestic partner, grandparent, grandchild,
 9 or sibling of the employee. This leave shall be prorated for part-time unit
 10 members. The District may require a statement of verification from a
 11 physician or a recognized practitioner verifying the illness of the employee's
 12 family member.
 13
- 14 e. Sick leave accrues at a rate of .056044 for each hour an employee has worked
 15 in an hourly assignment, including summer school and intersession
 16 assignments. Accumulated hourly sick leave may be used for absences in
 17 any hourly assignment, except that during the first and last week of summer
 18 school leave for compelling personal reasons will not be granted and teachers
 19 should expect to be required to provide doctor's verification of illness
 20 absences. Contract sick leave may not be used for absences in an hourly
 21 assignment. If an employee serving in a contract assignment has exhausted
 22 his/her contract sick leave, accumulated hourly sick leave may be used prior
 23 to statutory sick leave.
 24
- 25 f. An employee who claims sick leave may be required to execute a certificate
 26 or declaration to the effect that he/she was actually ill or injured on that day(s)
 27 before such sick leave may be paid.
 28
 29 Sick leave shall not normally be taken for minor elective or cosmetic surgery.
 30 Exceptions may be approved by the district physician.
 31
- 32 g. When the District determines that an employee's health condition may be
 33 impairing job performance, Human Resource Services shall have authority to
 34 direct the employee to have a medical examination by the district physician,
 35 by a District-appointed physician at District expense, or by an employee-
 36 selected physician approved by the district physician and to be paid by the
 37 employee.
 38
- 39 h. If a certificated employee under contract does not take the full amount of sick
 40 leave allowed in any school year, the amount not used is accumulated from
 41 year to year, and accrued sick leave is credited toward time served for
 42 retirement purposes.
 43
- 44 i. An employee's sick leave record is open to the employee's inspection upon
 45 request to the site payroll clerk. Sick leave accumulation shall be reported on
 46 each period.

1
2 j. Any bargaining unit member suffering from a catastrophic illness or injury
3 who has exhausted all accrued sick leave may request sick leave donations
4 under the Sick Leave Donation Program. A request to participate is submitted
5 to the employee's principal/site administrator. Procedures for both the receipt
6 and distribution of donated sick leave are provided as part of the Sick Leave
7 Donation Program, which is Appendix F in this contract.
8

9 4. **Personal Necessity Leave:** (Use of Sick Leave for personal necessity.)
10

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

15 (1) Death of a member of the immediate family as defined in Section C.1.
16 above. (This is in addition to normal bereavement leave.)
17

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

25 (3) Appearance in court as a litigant. (The employee must return to work
26 in cases in which it is not necessary to be absent more than half of the
27 regular workday.)
28

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

38 (5) Illness in the immediate family of the employee as defined in Section
39 C.1. above.
40

41 (6) Home protection in the event of a natural catastrophe, such as flood
42 or fire.
43

44 (7) Compelling Personal Reasons. Maximum of five (5) days per fiscal
45 year upon twenty-four (24) hours prior notice of the absence to the
46 appropriate manager; for business or other activity of serious and

1 compelling personal importance that cannot be conducted before or
 2 after the workday. Such absences will only be approved on days
 3 immediately before or immediately after a District calendared holiday
 4 if the employee notifies the appropriate manager at least forty-eight
 5 (48) hours in advance and provides the job number and the name of
 6 the person who has been confirmed to substitute for them.

- 7
 8 b. Where possible, and with the exception of (7) above, employees shall notify
 9 the site manager not later than 2:00 p.m. on the day prior to the workday when
 10 leave is to be taken.

- 11
 12 5. **Statutory Sick Leave.** If all regular and cumulative sick leave has been exhausted
 13 and a certificated employee under contract continues to be absent on account of
 14 illness or accident, the employee shall be entitled to an additional period of five (5)
 15 school months (one hundred [100] days) per each illness or accident. Compensation
 16 to the employee for each of these one hundred (100) days shall be at a rate of one-
 17 half (1/2) of the employee's daily rate. An employee shall not be provided more than
 18 one (1) five (5) month period per illness or accident. However, if a school year
 19 terminates before the five (5) month period for the same illness is exhausted, the
 20 employee may take the balance of the five (5) month period during the subsequent
 21 school year. If an employee, having exhausted all available sick leave, continues to
 22 be absent on account of illness or accident beyond the five (5) month period and the
 23 employee is not medically able to resume the duties of his or her position, the
 24 employee, if not placed in another position shall be placed on a reemployment list for
 25 a period of twenty-four (24) months if the employee is on probationary status or for
 26 a period of thirty-nine (39) months if the employee is on permanent status. The
 27 twenty-four (24) month or thirty-nine (39) month period shall commence at the
 28 expiration of the five (5) month period. When the employee is medically able during
 29 the twenty-four (24) month or thirty-nine (39) month period, the employee shall be
 30 returned to employment in a position for which he or she is credentialed and
 31 qualified.

32
 33 The District may require an employee to be examined by an independent licensed
 34 physician selected by the District to determine whether the illness or injury is related
 35 to the same illness or injury previously claimed by the employee for the statutory sick
 36 leave.

- 37
 38 6. **Holidays and Student Vacation Periods:** A schedule of non-paid holidays and
 39 student vacation periods shall be as set forth in the school calendar.

- 40
 41 7. **Industrial Injury and Illness Leave:**

- 42
 43 a. Certificated employees who are absent from duty because of industrial injury
 44 or illness and who qualify under the provisions of the workers' compensation
 45 insurance law are allowed, for each injury or illness, full salary from the first
 46 day of absence to and including the last day of absence for the illness or

1 injury, except that not more than sixty (60) working days of leave are allowed
 2 for any one injury or illness. Allowable leave under this Section may not be
 3 accumulated from year to year.

- 4
- 5 b. Payment on any day during industrial injury or illness, when added to
 6 compensation granted an employee under the workers' compensation laws of
 7 California, shall not exceed the normal wages for the day's primary
 8 assignment.
- 9
- 10 c. If an employee is still receiving workers' compensation insurance benefits
 11 after entitlement to industrial injury or illness leave is exhausted, he/she shall
 12 be placed on regular sick leave, vacation leave, or statutory leave.
- 13
- 14 d. Industrial injury or illness leave is reduced by one (1) day for each day of
 15 authorized absence, regardless of any compensation paid under workers'
 16 compensation.
- 17
- 18 e. If the employee is no longer receiving workers' compensation insurance
 19 benefits, but is still unable to return to work as determined by the district
 20 physician, he/she is then placed on regular sick leave or other leave, as
 21 provided by this Agreement.
- 22

23 When the employee goes on one of these types of leave while receiving
 24 workers' compensation insurance benefits, he/she is entitled to only such
 25 payment as will provide full pay for the primary assignment when added to
 26 workers' compensation insurance benefits.

27

- 28 f. Before salary payments are made to an employee absent because of industrial
 29 injury or illness, a report of the illness or injury must be filed in the office of
 30 Risk Management.
- 31
- 32 g. After expiration of paid leave, an employee who is unable to return to work
 33 as determined by the district physician may be granted additional leave
 34 without pay for one (1) year. Such leave may be extended for one (1)
 35 additional year for sufficient cause.
- 36
- 37 h. Periods of leave under this regulation, either paid or unpaid, shall not be
 38 considered to be a break in the service of the employee, except that days of
 39 absence may cause a break in progress toward tenure.
- 40
- 41 i. During all paid leaves of absence the employee must endorse benefit checks
 42 received under state workers' compensation laws to the District. The District
 43 will issue to the employee appropriate warrants and payments of wages or
 44 salary and shall deduct normal retirement and other authorized deductions. If
 45 combined payments under this regulation total less than the normal full
 46 salary, as in the case of an employee on statutory leave, the employee is not

1 required to endorse to the District benefit checks received under workers'
 2 compensation laws. For income tax purposes, the District will notify
 3 employees of the amount of disability income paid to the employee for the
 4 year.
 5

- 6 8. **Pregnancy-Related Disability Leave.** A leave of absence for pregnancy-related
 7 disability shall be granted for the period of time that the employee is unable to
 8 perform the duties required of her position as certified by her personal physician due
 9 to pregnancy, childbirth, or related medical conditions. Pregnancy-related disability
 10 leave is charged to sick leave balances; if current, accumulated, and statutory sick
 11 leave benefits are exhausted within the period of disability, the remaining time that
 12 the employee continues on pregnancy-related disability leave shall be in a leave-
 13 without-pay status. Additional leave without pay may be granted prior to or
 14 following the period of disability.
 15

16 The employee shall notify the appropriate manager of her pregnancy and furnish a
 17 doctor's statement which indicates the estimated date of leave commencement, at
 18 least thirty (30) days in advance of the due date. In the event that the District has a
 19 reasonable belief that the employee may be unable to continue to perform all duties
 20 related to her regular assignment at any time prior to the defined period of disability,
 21 the immediate manager may require the employee to provide a certification from her
 22 physician of her ability to perform her duties and any work-related restrictions.
 23

24 The usual period of leave following the birth of a child is considered to be six (6)
 25 weeks. If the employee's condition varies from the usual in that she is able to resume
 26 performance of all duties related to her regular assignment at an earlier date (or if it
 27 is necessary to extend the leave beyond six (6) weeks), the employee shall present
 28 the appropriate manager with a statement from her attending physician which either
 29 releases her to return to work or certifies her continued inability to work and
 30 anticipated duration of the leave. The employee must obtain and furnish appropriate
 31 forms from her physician, and deliver them completed by the physician, to her
 32 principal or other manager. Prior to returning to work, the employee shall provide
 33 a release from her physician, identifying work –related restrictions, if any.
 34

35 9. **Parental Leave for Child Bonding/Child Care**

- 36
 37 a. Pursuant to Education Code Section 44977.5, unit members may use parental
 38 leave as set forth in this section.
 39
 40 b. For the purposes of this section, “parental leave” means child-bonding leave
 41 within the first 12 months after the birth of the unit member’s child or the
 42 placement of a child with the unit member for adoption or foster care.
 43
 44 c. Unit members are entitled to use current and accumulated sick leave for

1 parental leave, for up to 12 workweeks. If a school year terminates before
 2 the 12-week period is exhausted, the employee may take the balance of the
 3 12-week period in the subsequent school year.

- 4
- 5 d. When a unit member has exhausted all current and accumulated sick leave
 6 and continues to be absent on account of parental leave under the California
 7 Family Rights Act (Government code § 12945.2), he/she shall be entitled to
 8 statutory half pay for the remainder of the 12-workweek period. Such half
 9 pay shall be paid as set for in Section VII.C.5, but shall not count against the
 10 leave entitlement set for in that section. In order to use statutory half pay
 11 during parental leave, the unit member must be eligible for leave under the
 12 California Family Rights Act, except that he/she is not required to have
 13 worked 1, 250 hours in the 12 months immediately preceding the leave.
 14
- 15 e. Parental leave taken under this section counts against any entitlement to child
 16 bonding leave under the California Family Rights Act and the aggregate
 17 amount of leave taken under this section and CFRA shall not exceed 12
 18 workweeks in any 12-month period.
 19
- 20 f. A unit member shall not be entitled to more than one 12-week period for
 21 parental leave in any 12-month period.
 22
- 23 g. Leave under this section includes any leave taken under Section VII.C.9 for
 24 the adoption of a child.
 25
- 26 h. Leave under this section shall be in addition to any leave taken for pregnancy
 27 or childbirth-related disability.
 28
- 29 i. Parental Leave must be taken in increments of at least two weeks' duration
 30 except on up to two occasion of shorter period of leave.
 31
- 32 j. When the need for parental leave is foreseeable, the unit member shall give
 33 the District at least 30 days' advance written notice of his or her intention to
 34 use parental leave and the anticipated dates of the leave. In all other cases,
 35 the unit member must give the District as much advance notice of the need
 36 for parental leave as practicable under the circumstances.
 37

- 38 10. **Judicial Leave.** A paid leave of absence shall be granted to an employee
 39 required to render jury service. If an employee is summoned to appear for jury duty
 40 during his/her work year, the employee shall, upon verification of service, be
 41 compensated. Employees who receive compensation from the court for jury service
 42 performed during a regular duty day, shall reimburse the district that exact amount.
 43 In the interests of supporting continuity of instruction, both the Association and the
 44 District encourage employees to postpone jury duty during non-work days. If an
 45 employee receives such a postponement, the District, upon receipt of verification,

1 shall compensate the employee at a rate of \$75 per day for jury duty served during
2 non-work days.

3
4 Paid leave shall be granted to an employee required to appear as a witness in a court
5 in a manner prescribed by law, except when required to appear as a litigant, for
6 reasons brought about through connivance or misconduct of the employee, or as a
7 result of current employment outside the Long Beach Unified School District.

8
9 The employee shall submit a written request for an approved leave of absence as soon
10 as practical after her/his knowledge of such required service.

11
12 Employees who are subpoenaed to represent the District or required to be deposed
13 on behalf of the District shall be released during the school day or be provided their
14 hourly rate after their duty day.

15
16 Employees who are released from appearance in court as witnesses, jurors, or
17 following appearance to explain financial hardship shall report for the balance of the
18 workday, allowing for reasonable travel time.

19
20 11. **Educational Meeting Leave.** Upon application and approval by the appropriate
21 manager, an employee may be granted leave of absence with pay to attend a meeting
22 directly related to the employee's job responsibilities.

23
24 12. **Sabbatical Leave.** The District shall provide for granting sabbatical leaves of
25 absence to a limited number of full-time employees who have satisfactorily served
26 seven (7) consecutive years and otherwise qualify. An employee eligible for
27 sabbatical leave pursuant to Education Code, Section 44967, may make application
28 to the Office of the Assistant Superintendent, Human Resource Services.

29
30 a. The applicant who requests sabbatical leave for study must submit a program
31 of study which includes a full academic load as defined by the institution of
32 residence but not less than nine (9) graduate semester units or twelve (12)
33 undergraduate semester units. Within sixty (60) days after returning to duty,
34 the employee must submit a transcript of work completed and grades earned.

35
36 b. The applicant who requests a sabbatical leave to travel must submit a detailed
37 statement of a proposed itinerary in one or more foreign countries or travel
38 within the United States. Travel must be related to the school work of the
39 employee on sabbatical leave who shall submit a brief summary of his/her
40 experience.

41
42 c. An applicant who requests sabbatical leave shall agree in writing to render a
43 period of service in the employ of the governing board of the District
44 following his/her return from the leave of absence which is equal to twice the
45 period of the leave.
46

- 1 d. Compensation shall be paid to an employee while he or she is on sabbatical
- 2 leave upon the furnishing by the employee of a suitable bond indemnifying
- 3 the governing board of the District against loss in the event the employee
- 4 fails to render the agreed upon service following the return of the employee.
- 5
- 6 e. No sabbatical leave shall be granted until the Assistant Superintendent,
- 7 Human Resource Services, is satisfied that a suitable provision can be made
- 8 for carrying on the applicant's work during his/her absence.
- 9
- 10 f. The District shall provide for sabbatical leaves not to exceed one-quarter (1/4)
- 11 of one (1) percent of the total number of bargaining unit members per year.
- 12 The District may provide for sabbatical leaves not to exceed one-half (1/2) of
- 13 one (1) percent of the total number of bargaining unit members per year.
- 14
- 15 g. Compensation for teachers on leave shall be one-half (50%) of the salary the
- 16 person would have received had he/she remained in active service.
- 17
- 18 h. The District shall pay fifty (50) percent of the employee's health and benefit
- 19 premiums for the one (1) semester or one (1) year period the employee is on
- 20 leave.
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29
- 30
- 31
- 32
- 33
- 34
- 35
- 36
- 37
- 38
- 39
- 40
- 41
- 42
- 43
- 44
- 45
- 46

ARTICLE VIII

Transfers

A. DEFINITIONS AND CONDITIONS:

1. This Article provides procedures for a change in work location (one school, office, or other District site to another) of an employee.
2. “Vacancy” as defined in this article is an open position which the District intends to fill. This excludes openings that occur during the school year and/or openings that the District determines not to fill.
3. “Seniority” as defined in this article for probationary and permanent employees shall be the first date of certificated contract service. Days/hours in areas including but not limited to pre-service, staff development, substitute teaching or summer employment will not be considered in determining seniority.
4. “Specialized positions” as defined in this article are positions that include one or more of the following:
 - a. Calendar year beyond 184 days;
 - b. Specific certification, experience, and training including but not limited to: Transitional Kindergarten, AP; GATE (Secondary); TOSA; Special Education Autism, ED, and Transition;
 - 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:
 1. Vacancies at all elementary sites that are non - GATE position in the current year would go through the employee-initiated transfer request process outline in Article VIII, Section B.
 2. Vacancies at all elementary sites that were GATE positions in the current year would be flown as specialized positions;
 - d. Special skills in areas which are paid additional assignments; or
 - e. Non-traditional assignments including but not limited to: Multi-Age; GOC and CDS; Literacy; Dual Immersion; and TOSA.

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

5. The District Transfer Committee shall recommend the placement of unassigned unit members to vacancies in accordance with the provisions of this article. The Committee shall attempt to match employee requests against identified vacant positions through the transfer process period commencing March 31 and ending on the seventh student day of the first week of the traditional school year. The recommendations of the Committee shall be advisory to the District. The District reserves the right to make the final determination.

1
2 The District Transfer Committee shall be composed of members appointed by the
3 Association and the District. TALB shall designate: (a) two representatives to each
4 committee, Elementary and Secondary; and (b) one representative representing Special
5 Education to each committee, Elementary and Secondary. The District shall designate: (a)
6 two representatives to the Elementary committee designated by the Elementary Assistant
7 Superintendent; (b) one representative to each committee, Elementary and Secondary,
8 designated by the K-8/Middle Schools Assistant Superintendent; (c) two representatives to
9 the Secondary committee designated by the Assistant Superintendent of High Schools; and
10 (d) one representative to each committee, Special Education Elementary and Special
11 Education Secondary designated by the Assistant Superintendent Office of School Support
12 Services. The District Transfer Committee shall include members of the Human Resource
13 Services support staff to facilitate the process.
14

15 Placement recommendations for non-specialized positions made by the Transfer Committee
16 shall be based on the criteria listed in Section E in the following order:
17

- 18 a. Employer-Initiated Transfers: Ranked by Permanent, Probationary in
19 order of seniority within each group. When possible, placement
20 recommendations shall be made within each group considering the first
21 three preferred school sites in addition to other site preferences indicated
22 on the Request for Transfer application.
 - 23 b. Employee Initiated Transfers: Ranked same as above
 - 24 c. Return from Leave of Absence: Ranked in order of receipt of Request
25 for Transfer to Human Resource Services.
- 26
- 27 6. To facilitate the staffing process, employees are expected to make known their leave,
28 resignation, or retirement requests by March 1.
29
 - 30 7. Instructional Specialists and Nurses whose regular assignments involve travel between two
31 (2) or more District work sites shall be assigned to schedules by the District following
32 opportunity for advisory input as to employee preferences. These employees may request a
33 transfer for all or a part of their assignment. These assignments shall be reviewed by the
34 District Transfer Committee.
35

36 Resource Specialist Program and itinerant teachers shall not be subject to any employer
37 initiated change in assignment during the work year without an opportunity to meet and
38 consult with the appropriate manager regarding the need for the change.
39

40 **B. EMPLOYEE INITIATED TRANSFER REQUESTS:**
41

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

1 secondary school; (b) grade level or subject matter; (c) or schedule for year-round
 2 assignments; (d) other pertinent credential/special certification and/or job description
 3 information. TALB shall be sent a copy of each list.
 4

- 5 2. On or before March 31, teachers, nurses, and librarians may submit requests for transfer
 6 indicating each position for which they are credentialed and which they would be willing to
 7 accept, whether or not that position appears as a vacancy.
 8

9 Such transfer requests shall be made on the appropriate District form. If qualified, those who
 10 submit requests will be considered for all applicable positions as they become available
 11 through the end of the first seven (7) student days of the following traditional school year.
 12

- 13 3. Additional vacancies shall be filled by the District as they occur throughout the spring and
 14 summer, up to the end of the first seven (7) student days of the following traditional school
 15 year. The District Transfer Committee shall monitor all vacancies until they are filled.
 16

- 17 4. Factors to be considered for Employee Initiated transfers are contained in Section E of this
 18 article.
 19

20 **C. EMPLOYER INITIATED TRANSFER REQUESTS:**
 21

- 22 1. Changes in staffing other than those made under Section B. above shall be made whenever
 23 the District determines that there is a need (a) to reduce staff because of enrollment loss or
 24 discontinuance of a program, grade level, or school closure; (b) to balance a school staff in
 25 terms of gender, within the secondary PE Department, teaching experience, bilingual needs,
 26 magnet programs and/or co-curricular needs. In addition, employer initiated transfers may
 27 be made for other factors confidential to the employee and Human Resource Services.
 28

- 29 2. When the manager determines the factors related to an employer initiated transfer
 30 necessitated by school, segment, or department enrollment loss, he/she shall ask for a
 31 qualified volunteer. In the event that no one volunteers, the manager shall select for transfer
 32 the probationary employee who has the least districtwide seniority as a certificated employee.
 33 If there are no probationary employees in the school, segment, or department, the manager
 34 shall select the tenured employee who has the least districtwide seniority as a certificated
 35 employee.
 36

37 Probationary and permanent employees may be exempted from employer initiated transfer
 38 if the change would adversely affect any of the following: (a) compliance with state and
 39 federal requirements; (b) balance of numbers of males and females on faculty/department
 40 staff; (c) balance of numbers of male and females in Physical Education (PE).
 41

- 42 3. A manager will hold a conference in a timely manner with an employee who is to be
 43 transferred at employer request to discuss the reasons for the change. Upon request, the
 44 employee may have an Association staff or site representative present at the conference. The
 45 displaced employee shall be given priority consideration and the employee will have the

1 opportunity to submit a transfer request indicating positions for which he/she is appropriately
2 credentialed.

- 3
- 4 4. Notwithstanding the provisions in C.2. above, employees shall not be subject to transfers at
5 employer request if they are fifty-nine (59) years of age or older with twenty (20) or more
6 years of service to the District, have been transferred at employer request within the previous
7 three (3) years, or have volunteered in writing for transfer to their principal and were
8 transferred in lieu of transfer at employer request.
- 9
- 10 5. Displaced employees who are transferred shall have the right to return to their last identical
11 assignment if it is reinstated before the end of the seventh student day of the following
12 traditional school year. Reinstatement may only occur as a result of an increase in student
13 enrollment.
- 14
- 15 6. Factors to be considered for Employer Initiated transfers are contained in Section E of this
16 article.

17

18 **D. RETURN FROM LEAVES OF ABSENCE:**

- 19
- 20 1. Employees returning from leave shall be assigned in the order their Request for Transfer is
21 received by Human Resource Services.
- 22
- 23 2. To facilitate the staffing process, employees are expected to make known their leave,
24 resignation, or retirement requests by March 1.

25

26 **E. FACTORS IN DETERMINING TRANSFERS:**

- 27
- 28 1. One or more of the following factors shall be considered in determining transfers initiated by
29 employees or by the District:
- 30
- 31 (a) Credential(s) including Supplemental Authorization;
- 32 (b) Compliance with state and federal requirements, including but not limited to
33 Education Code 35036;
- 34 (c) Department, grade level, or team-teaching responsibility in the affected schools;
- 35 (d) Staffing needs of the schools (gender, teaching experience);
- 36 (e) Designated elementary schools;
- 37 • Designated Elementary Schools are those where the classroom teacher
38 demographics do not match student demographics.
- 39 • Vacancies due to retirement, resignation, or transfers at designated
40 elementary schools will not be subject to Article VIII, Section B. These
41 vacancies shall be posted in each school no later than March 15. Postings shall
42 be sent to the TALB Office, to each school site for posting on a designated
43 bulletin board in the faculty lounge, and posted on the District's website.
44 Updates of current openings will be posted in March, April and May.
- 45 • All eligible bargaining unit members who request a transfer to a vacant
46 position at any of the designated elementary sites will be given the

1 opportunity to apply for these vacant positions. Site interview teams,
 2 comprised of a majority of unit members, shall provide recommendations for
 3 consideration to the site administrator. The site administrator shall make the
 4 final consideration recommendations to the District Transfer Committee.

- 5 • The District and TALB have entered into a Memorandum of Understanding
 6 (MOU) – Implementations of Changes to Transfer Process. This MOU will
 7 guide the implementation of the designated elementary schools transfer process
 8 outlined in Section E.1.e. This MOU will be revisited and renewed each
 9 negotiation process.

10 (f) Skills, experience, certification, and/or training; and

11 (g) Recommendation of site interview team.

- 12
- 13 2. When the District determines that the above factors are substantially comparable, seniority
 14 in the District as a certificated employee will determine transfers; except that, in cases of
 15 equivalent seniority in the District, additional consideration will be given to the employee's
 16 length of service at the present school site. A final tie-breaker will be determined by the
 17 higher last four digits of the employees' randomly generated identification number allowing
 18 that employee to stay at the site.
 19
 - 20 3. The superintendent of a school district may not transfer a teacher who requests to be
 21 transferred to a school offering kindergarten or any grades 1 to 12, inclusive, that is ranked
 22 in deciles 1 to 3, inclusive, on the Academic Performance Index if the principal of the school
 23 refuses to accept the transfer pursuant to Education Code, Section 35036.
 24
 - 25 4. Under E.1.f above, a selection process shall be required for specialized positions as defined
 26 in section A.4 posted by the District. All individuals who requested a transfer to that position
 27 will be given the opportunity to participate in the selection process. Site interview teams,
 28 comprised of a majority of unit members, shall provide recommendations for consideration
 29 to the site administrator. The site administrator shall make the final recommendations for
 30 consideration to the District Transfer Committee(s) in accordance with A.5 above.
 31
 - 32 5. Any employee is eligible to initiate a transfer request or volunteer for displacement when
 33 his/her most recent final evaluation is effective in all areas. Employees with one
 34 "Developing" rating will also be eligible for the opportunity to initiate a transfer request if
 35 they receive approval from their current principal.
 36

37 **F. MISCELLANEOUS PROVISIONS:**

- 38
- 39 1. Employees who are to be transferred shall be given notice of tentative assignment normally
 40 prior to the close of the school session year. Those transferred after the close of the school
 41 year shall be notified by mail.
 42
- 43 2. It may be necessary to make employer/administration initiated transfers or employee initiated
 44 transfers during the school year. Such changes shall be made at a time and in a manner that
 45 the District determines to be least disruptive to the educational program or support service.
 46

1 Employees who are transferred during the school year will be given as much advance notice
 2 as possible. Those who so request shall be allowed one (1) day of preparation time and
 3 reasonable custodial assistance in moving the employee's materials to the new work location.
 4

- 5 3. Employees who are transferred at employer request at the end of the school year shall be
 6 given reasonable custodial assistance, upon request, in moving materials to the new location.
 7
- 8 4. Employees who are granted their transfer requests shall not be eligible to apply for a
 9 subsequent transfer for at least three (3) years except with the consent of the District.
 10
- 11 5. An employee who has received an employer initiated transfer and who was not placed in a
 12 position he/she requested shall be placed in the first priority grouping of employee initiated
 13 transfers for placement in the subsequent year if the employee submits a Request for
 14 Transfer.
 15
- 16 6. Teachers who are assigned to sites with multiple campuses such as Poly/PAAL are
 17 considered to be assigned to the same site. Movement between the two campuses shall not
 18 be defined as a transfer.
 19

20 **G. REASSIGNMENTS:**
 21

22 The Long Beach Unified School District and the Teacher Association of Long Beach have
 23 entered into a Memorandum of Understanding for implementing reassignments dated March
 24 24, 2025. This MOU will expire on June 30, 2028.
 25

26 The memorandum of Understanding in part states, in the event a unit member has concerns
 27 with the reassignment, the teacher will have ten (10) working days to request a review
 28 meeting with the Director of Employee Relations Office with a clear, concise statement of
 29 the extenuating circumstances. Thereafter a review meeting will be held with the Principal's
 30 Supervisor and Human Resources Administrator. Based on schedule availability of both
 31 parties, every effort will be made to have the review meeting scheduled to occur within ten
 32 (10) working days of the written request.
 33

- 34 **H. GUIDELINES FOR CHANGE OF ASSIGNMENT – TEACHER SUPPORT:** The
 35 Long Beach Unified School District and The Teacher Association of Long Beach have
 36 entered into a Memorandum of Understanding (MOU) – Guidelines for Change of
 37 Assignment – Teacher Support dated March 24, 2025. This MOU will expire on June 30,
 38 2028.
 39

40 Note: TALB and LBUSD agree to forma an ad-hoc committee to address the transfer process for
 41 Counselors.
 42

43 The Memorandum of Understanding reviews assistance teachers will receive from sites to
 44 support a smooth adjustment period for affected teachers who are transitioning to a new
 45 content area/grade level, and/or moving schools.
 46

ARTICLE IX

Safety Conditions of Employment

- 1
2
3
4
- 5 A. The District shall be responsible for providing and maintaining buildings/facilities for unit
6 members consistent with state health and safety regulations.
7
- 8 B. Employees shall report potentially unsafe or existent unsafe conditions of the physical
9 building/facility in writing to their immediate manager.
10
- 11 C. The site manager or designee shall investigate physical conditions at the site which are
12 alleged in writing to be unsafe or hazardous. When the manager determines that an unsafe
13 or hazardous physical condition exists, reasonable steps shall be taken to temporarily prevent
14 accidents and necessary action to correct the condition shall be taken within forty-eight (48)
15 hours. Upon request, the unit member will be notified of the status of the repair.
16
- 17 D. Employees shall be responsible for complying with published District safety standards
18 applicable to each employee's job responsibility and for practicing basic safety measures.
19 Each site shall test emergency bells through scheduled drills. The dates of the drills will be
20 available upon request in the site office for review. The District shall provide teachers access
21 to the assigned emergency gates, buildings, and classrooms associated with each teachers'
22 assignment during office hours. A teacher assigned in a smaller office space will meet with
23 the site administrator or designee to designate available offices or conference rooms for
24 scheduled student groups, parent conference and/or IEPs. The District agrees to provide on-
25 going opportunity for unit members to make suggestions, recommendations and collaborate
26 with the site manager regarding the safety of employees through site safety committees.
27
- 28 E. When conditions constitute an obvious and immediate danger to the physical well-being of
29 the employee and/or students for whom the employee is responsible, the employee shall
30 immediately report the situation to the manager who in conjunction with the employee will
31 render prudent and reasonable assistance in alleviating the problem. Safety committees at
32 each site shall develop and/or review energy communication procedures to address
33 classroom and site emergencies.
34
- 35 F. The District acknowledges the employee's statutory authority to exercise physical control of
36 pupils as per Education Code, Section 44807, and to suspend pupils as per Education Code,
37 Section 48900 et seq., and in compliance with District guidance and discipline codes.
38 Bargaining unit members are not required to break-up physical altercations.
39
- 40 G. Employees shall immediately report serious threat of physical harm or cases of actual assault
41 and/or battery suffered by them in connection with their employment to their immediate
42 manager and submit a report via the electronic submission process developed by the District.
43 Site managers and Human Resources will receive a copy of the report. All such reports shall
44 be forwarded to the appropriate local police agency by the District in compliance with state
45 law. If police action is desired by the employee, the employee may file a separate complaint.
46 The District recommends that employees file such complaints with the police.

- 1
2
3
4
5
6
7
8
9
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.
 - 10
11
12
13
14
15
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 the office of employment.
 - 16
17
18
19
20
3. Any employee who has suffered physical or psychological harm due to threat of or actual assault, when acting within the scope of employment, should contact the Risk Management Branch for details of District-provided assistance, i.e., workers' compensation benefits, EASE, liability insurance, or other applicable benefits.

21 An employee who files a written report of injury or assault may either send a copy of
22 the report to TALB or, upon request, the District will forward a copy to TALB.
23

- 24 H. The District agrees to meet the requirements of Education Code, Section 35208 relative to
25 liability insurance and to communicate to employees on the subject within the first four (4)
26 weeks of each work year.
27
- 28 I. The District shall compensate a bargaining unit employee for loss or damage to personal
29 clothing or personal property as defined in Labor Code, section 3208, arising from an
30 accident while acting within the scope of his/her employment. Claims for compensation
31 must be submitted to the Chief Business and Financial Officer on the appropriate form for
32 approval.
33
- 34 1. The District shall provide for the reimbursement to employees for the loss or
35 destruction, or damage by arson, burglary or vandalism of personal property used in
36 the schools of the District, as follows:
37
 - 38 a. Reimbursement shall be made only when approval for the use of the personal
39 property in the schools was given before the property was brought to school
40 and when the value of the property was agreed upon by the employee bringing
41 the property and the school administrator or person appointed by the
42 administrator for this purpose at the time the approval for its use was given.
43
 - 44 b. When granted, such approval and agreed-upon value shall be in writing.
45

- 1 c. Reimbursement for non-insured value shall be limited to a maximum of \$600
2 per employee per year.
3
- 4 d. It is the employee’s responsibility to provide reasonable precautions and
5 security for the approved item(s).
6
- 7 2. The District shall provide for the reimbursement of any employee’s watch and other
8 jewelry that was damaged or destroyed as a result of an assault or intervention in a
9 fight while acting within the scope of employment. Reimbursement will be limited
10 to a maximum of \$600.
11
- 12 J. Written District guidance and discipline codes and due process provisions normally will be
13 distributed to and/or reviewed with employees at a staff meeting prior to the first day of the
14 school year. Employees shall be responsible for being familiar with these provisions,
15 including the appropriate application of due process for students.
16
- 17 K. When the site administrator has been officially notified that the court has authorized the
18 release of information and such release of information does not violate the legal rights of the
19 individual student, the teacher shall be informed of any student placed in the class who has
20 been convicted of a violent crime. The teacher is responsible for maintaining such
21 information in strict confidence.
22
- 23 Reasonable effort will be made to have the suspension logged in Synergy prior to the
24 student’s return, for any student who has been suspended for a violent or threatening act on
25 campus.
26
- 27 Pursuant to Education Code Section 49079, the District shall notify the teacher of each pupil
28 who, within the preceding three years, has engaged in acts which violated any of the
29 subdivisions of Education Code section 48900, except for subdivision (h), 48900.2, 48900.3,
30 48900.4 or 48900.7, or that the pupil is reasonably suspected to have engaged in such acts;
31 provided the District has written records of such conduct which it either maintains in the
32 ordinary course of business or which it has received from law enforcement. Any information
33 received by the teacher under this section shall be maintained in confidence, used only for
34 the limited purpose for which it was provided and shall not be further disseminated by the
35 receiving teacher.
36
- 37 L. The District agrees to make available to employees information on the specific statutory
38 provisions referred to in this Article.
39
- 40 M. Affected teachers shall be notified of extensive non-routine maintenance projects to be
41 conducted at the school site. It is the intent of the parties that these projects will be scheduled
42 to be as non-intrusive on the instructional program as is practical.
43
- 44 Operations schedules tree trimming, grass cutting and using blowers; copies of such schedule
45 shall be posted in locations accessible to Bargaining Unit Members. [Note: Such schedules
46 may be impacted by holidays, weather, equipment and emergencies.]

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

7 O. With the exception of temporary malfunctions, all existing classrooms will have a working
8 intraschool phone or intercom. Sites will have a designated emergency phone extension for
9 classroom to office communication for emergencies. New classrooms will have intraschool
10 phones or intercoms installed as quickly as possible but no later than twelve (12) months
11 after the classroom is utilized for instruction. During the period when no phone or intercom
12 has been installed, classroom teachers shall be provided with cell phones within a reasonable
13 time.
14

15 In those situations in which students are instructed in non-traditional interior areas, the
16 teacher will have access to some type of device to ensure emergency communication with
17 the school office. Communication in emergency situations is a priority. Sites will develop
18 a communication plan for when internet is down. All sites will have a specific reporting
19 process for emergencies as defined by the site's safety committee.
20

21 P. While on District business, in the event any bargaining unit member's vehicle is damaged as
22 a result of vandalism or theft, the District will reimburse the employee for the insurance
23 deductible payment in an amount not to exceed \$600 per incident.
24

25 The above is contingent upon all of the following:
26

- 27 1. The employee secures a police report regarding the vehicular or theft vandalism
28 within twenty-four (24) hours of the incident.
29
- 30 2. The damaged vehicle was parked at an appropriate location in a legal manner on or
31 near school district property while the employee was required to be engaged in
32 District business.
33
- 34 3. The employee provides the Risk Management Branch with evidence of the amount
35 of insurance deductible payment actually made by the employee to his/her insurance
36 company.
37

38 Q. District Safety Committee: TALB may have the greater of three (3) representatives on the
39 committee or the number of representatives from any non-certificated bargaining units(s).
40 Release time will be provided for those meetings scheduled during duty time.
41

42 R. Each school year, the District shall post updated maps indicating the name, location, and
43 telephone extension of each employee at the site.
44

45 S. In order to provide a safe, caring and orderly environment, the District expects civility from
46 individuals engaging in school activities. Mutual respect, professionalism and common

1 courtesy are essential qualities in promoting an educational and work environment free from
2 disruptions, harassment, bullying and aggression. School district employees are expected to
3 act in a manner that demonstrates their personal commitment to the highest ethical standards.
4 The District Code of Ethics are contained in Board Policy 4119.21., however in a joint effort
5 to ensure civility, the District and Association agree that a Joint Committee will be charged
6 with the responsibility of developing civility language that will be proposed for consideration
7 to the Board.
8

- 9 T. If the District determines that a student has committed an expellable act, as defined in
10 Education Code 48915 (a)(1), against a teacher, the student will be removed from the affected
11 teacher’s class and reasonable effort will be made to avoid placing the student in the affected
12 teacher’s classroom during re-entry consideration. The site principal will meet with the
13 affected teacher(s) and develop a behavior contract for the student and outline teacher
14 support.
15
- 16 U. As required by law, the district will provide school nurses with adequate PPE and other safety
17 gear necessary to adequately fulfill their job duties.
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

ARTICLE X

Class Size and Staffing Ratios

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

<u>Level, Grade, or Subject</u>	<u>Maximum Class Sizes</u>	
<u>Elementary</u>		
Kindergarten	32*	
Grades 1-3	30*	
Grades 4-5	35	
Combinations K-3	28*	
Combinations 3-4	28*	
Combinations 4-5	33	
<u>Middle School</u>		
Grade 6 Core Classes	35	
English	35	
Science, Mathematics, Social Studies	37	
Typing	42	
Regular Physical Education	54	
Music	54	
All others	39	
		Maximum
<u>Secondary</u>	Class Sizes	Total Students
English (Drama and Journalism excepted)	35	175
Foreign Languages, Laboratory Science, Mathematics, and Social Studies	37	185
Regular Physical Education	54	270
Music	54	270
All others	39	195

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.

B. Within a reasonable period of time following assignment, each student will have a work station which is appropriate to the subject being taught.

1 C. If at any time during the school year a class is in excess of the class size maximums, it is the
 2 intent of the District that a return to maximum will be achieved at the earliest possible date
 3 but no later than twenty (20) school days after the date the class enrollment exceeds the
 4 contractual maximum. Before any student is assigned to a class in excess of the maximum
 5 class size, an administrator or designee shall review the assignment with the affected teacher
 6 and note steps being taken to balance the class. This notification can be done through email,
 7 phone conference, or in -person conference. At the request of the teacher, when class
 8 enrollment has exceeded the contractual maximum for ten (10) or more school days, the
 9 administrator or designee and teacher will meet to review the status of the over maximum
 10 situation. The teacher may request TALB representation at the above described meetings.

11
 12 The intent is for teachers and education specialists to have electronic access to their student
 13 by the first duty day of the calendar year. In the event rosters are not available, impacted
 14 teachers will be provided process updates.

15
 16 D. In implementing these procedures, the principal will equitably assign pupils in excess
 17 of the maximum and will upon request, explain the basis for the assignment.

18
 19 E. If a teacher consents or requests to teach more than the contract maximum number of
 20 students, the District shall not be obligated to reduce the enrollment for that teacher's
 21 class.

22
 23 F. The special education special day class annual cumulative average for the District will be a
 24 maximum of fourteen (14). No special day class shall exceed a per class maximum of
 25 eighteen (18) pupils. On or about the 15th day of October, December, February and April, the
 26 Assistant Superintendent, Office of School Support Services, shall meet with the Association
 27 to review the special day class average and maximums.

28
 29 G. The following provisions shall apply in determining staffing ratios of counselors,
 30 psychologists, nurses, SLPs and librarians.

31
 32 1. The District shall determine the level of counselor, psychologist, nurse, SLP and
 33 librarian service at each school/program site.

34
 35 2. Counselor, psychologist, nurse, SLP and librarian time provided with categorical
 36 program funds shall be in addition to the District-provided general allocation.

37
 38 3. When the levels of service and numbers of counselors, psychologists, nurses, SLPs
 39 and librarians have been determined, the manager in charge of each service shall
 40 share the current determining staffing data with site administrators share with
 41 respective staff and develop the schedule for providing service to schools/programs.

42
 43 4. Factors to be used in determining the scheduling and staffing ratios shall be as
 44 follows:

45
 46 a. Number of staff budgeted and available for service;

- 1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
- 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. 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/psychologist/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.
6. Problems relating to employee's abilities to achieve expected levels of service shall be referred by the individual employee to the appropriate site or District level manager. Where necessary, reassessment of job description priorities may be in order so that optimum service can be provided.
7. The District will allocate to Special Education an amount equal to one-third (1/3) of the Medi-Cal reimbursement received by the District during the previous fiscal year. Such allocation will be used exclusively to provide additional clerical assistance for school nurses. The distribution of such assistance will be determined through a process similar to that described in Section G.5. above.
- H. The District shall provide nurses with written information concerning automobile and insurance factors related to their job descriptions.
- I. The maximum class size for Library Service classes in high schools shall be five (5) students per class period and in middle schools three (3) students per class period, unless exceptions are mutually agreed upon by the librarian and site manager.
- J. In accordance with Education Code, Section 56363.3, the districtwide average caseload for speech/language specialist teachers shall not exceed fifty-five (55).
- K. In the event a Work-Based Learning class fails to maintain a minimum of twenty-five (25), the class may be dissolved and the teacher on special contract shall be released from this

1 specific class assignment. Classes which have maximum enrollments as mandated by the
2 state which are fewer than twenty-five (25) are exempted from this minimum. If enrollment
3 in these classes falls below ninety (90) percent of this state mandated enrollment, the class
4 may be dissolved and the teacher on special contract shall be released from this assignment.
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45

ARTICLE XI

Peer Assistance and Review Program for Teachers

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

B. **DEFINITIONS OF TERMS:**

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

1. Engaging and Supporting All Students in Learning
2. Creating and Maintaining Effective Environments for Student Learning
3. Understanding and Organizing Subject Matter for Student Learning
4. Planning Instruction and Designing Learning Experiences for All Students
5. Assessing Students for Learning
6. Developing as a Professional Educator

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

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

1 d. A non-evaluative Summary Report prepared by the Consulting Teacher
 2 which shall be provided to the Referred Participating Teacher, the Peer
 3 Assistance and Review Panel, and the supervising administrator. A copy of
 4 the Summary Report shall be placed in the personnel file of the Referred
 5 Participating Teacher and the Summary Report may be reflected in the final
 6 evaluation of the Referred Participating Teacher. The final evaluations of the
 7 Referred Participating Teacher shall be completed by the supervising
 8 administrator.
 9

10 3. **Peer Assistance and Review Panel.** The Peer Assistance and Review Panel shall be
 11 comprised of nine (9) members, the majority of whom shall be teachers. Five (5) teacher
 12 members shall be appointed by the Executive Board of Directors of the Teachers
 13 Association. Four (4) members shall be administrators selected by the Long Beach
 14 Unified School District.
 15

16 4. **Referred Participating Teacher.** A Referred Participating Teacher is a teacher who
 17 has achieved permanent status and who, as a result of either an interim or a final
 18 evaluation in which one or more ratings of unsatisfactory or multiple developing have
 19 been earned, demonstrates a need for assistance to improve his/her competencies in the
 20 California Standards for the Teaching Profession.
 21

22 A teacher with permanent status who is not initially assigned to the Peer Assistance and
 23 Review Program and who receives more than one developing or an unsatisfactory
 24 evaluation in the course of the prescribed evaluation process may, with the
 25 recommendation of the supervising administrator and the approval of the PAR Panel, be
 26 assigned immediately to the Peer Assistance and Review Program and be designated as
 27 a Referred Participating Teacher. Assignment shall occur in a timely manner following
 28 the teacher's receipt of the unsatisfactory evaluation. Teachers assigned to the Program
 29 as the result of an ongoing evaluation shall participate in the Peer Assistance and Review
 30 Program for the remainder of the year in which the initial assignment occurred and for
 31 the entire subsequent school year.
 32

33 A Referred Participating Teacher shall participate in both the peer assistance and peer
 34 review components of this program.
 35

36 5. **Voluntary Participating Teachers.** Teachers who want to receive PAR Support, but
 37 were not referred to the PAR program, may voluntarily apply for the program.
 38 Acceptance into the PAR program will depend on the availability of Consulting Teachers
 39 to provide the necessary services.
 40

41 6. **Consulting Teacher.** A Consulting Teacher is a permanent classroom teacher selected
 42 by the Peer Assistance and Review Panel to provide support to a Participating Teacher
 43 and/or to assume additional responsibilities determined as appropriate by the Peer
 44 Assistance and Review Panel or the District. These responsibilities may include:
 45

- 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

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

1. The Peer Assistance and Review Panel shall be comprised of a majority of teachers. Five (5) permanent classroom teachers shall serve on the Peer Assistance and Review Panel. Teachers participating on the panel shall be selected by the Teacher Association of Long Beach. In addition, there shall be four (4) administrators on the panel. These individuals will be selected by the Long Beach Unified School District.
2. If a teacher serving as a panel member is unable to complete his/her term because of any reason, the Teacher Association of Long Beach shall appoint another teacher to continue in the position. After the first year of the Peer Assistance and Review Program, panel members shall upon selection, serve three-year terms.
3. The Peer Assistance and Review Panel shall establish its own meeting schedule. A quorum requires two-thirds (2/3) of the members be present and that the majority of those present shall be members of the Association. Such meetings shall take place during the regular workday. Teachers who are members of the panel shall be released from their regular duties to attend meetings. If, in carrying out their responsibilities, the panel finds it necessary to work beyond their regular workday, they shall be compensated at their additional hourly pay rate.
4. The Peer Assistance and Review Panel shall be responsible to:
 - a. Provide annual training for Peer Assistance and Review Panel members.
 - b. Establish its own rules of procedure including the method for the selection of a chairperson.
 - c. Establish an application procedure for those desiring to become Consulting Teachers.
 - d. Organize and implement a plan for classroom observations of applicants for Consulting Teacher Positions.
 - e. Participate in classroom observations or review artifacts of selected applicants for Consulting Teacher positions.
 - f. Nominate Consulting Teachers to the governing board for approval.
 - g. Notify Consulting Teacher applicants that they have been approved by the governing Board of Education.
 - h. Approve training and support for Consulting Teachers and Participating Teachers.
 - i. Provide final approval of assignments of Consulting Teachers to Participating Teachers.

- 1 j. Review the final report prepared by the Consulting Teacher and making
2 recommendations to the governing Board of Education regarding each
3 Participating Teacher’s progress in the Peer Assistance and Review Program.
4 k. Conduct an annual review of Consulting Teachers’ activities and
5 effectiveness.
6 l. Recommend to the governing Board of Education that terms of Consulting
7 Teachers who are not performing effectively not be renewed.
8 m. Evaluate annually the impact of the Peer Assistance and Review Program in
9 order to improve the program.
10 n. Work with the District to draft the preliminary PAR budget; however, the
11 final budget approval authority shall be retained by the district.
12 o. Adopt rules and regulations to accomplish the provision of this Article. These
13 rules and regulations shall be consistent with the provision of the Agreement
14 and in the event of any inconsistency the Agreement shall prevail.
15
16 5. All proceedings and materials related to evaluations, reports, and other personnel matters
17 shall be strictly confidential. Disclosure of such information by panel members and
18 Consulting Teachers is appropriate only in the implementation of this Article.
19
20 6. The Long Beach Unified School District shall hold harmless the members of the Peer
21 Assistance and Review Panel and the Consulting Teacher from any liability arising out
22 of their participation in this program as provided in Education Code, Section 44503 (e).
23

24 **D. PARTICIPATING TEACHERS:**

- 25
26 1. **Referred and Voluntary Participating Teachers:**
27
28 a. The Peer Assistance and Review Panel shall assign Consulting Teacher(s) to
29 Referred Participating Teachers. Additional Consulting Teachers may be
30 assigned by the Peer Assistance and Review Panel at any time the panel
31 determines a need for additional support exists.
32
33 b. The Peer Assistance and Review Panel shall assign Consulting Teacher(s) to
34 Voluntary Participating Teachers based on the availability of Consulting
35 Teachers.
36
37 c. Notwithstanding Article VIII of this contract, Referred Participating Teachers
38 shall not be eligible for voluntary transfer or voluntary reassignment while
39 they remain in the program.
40

41 **E. CONSULTING TEACHERS:**

- 42
43 1. A Consulting Teacher is a teacher who provides assistance to a Participating Teacher
44 pursuant to the Peer Assistance and Review Program. The following qualifications
45 are required of candidates making application for this position:
46

- 1 a. The Consulting Teacher shall be a credentialed teacher who has attained
2 permanent status.
3
- 4 b. The Consulting Teacher shall have substantial recent experience in classroom
5 instruction.
6
- 7 c. The Consulting Teacher shall have demonstrated exemplary teaching ability
8 characterized by effective communication skills, strong knowledge of subject
9 matter, and a mastery of a range of teaching strategies necessary to meet the
10 needs of pupils in different contexts.
11
- 12 d. The Consulting Teacher shall maintain effective or higher ratings in all areas
13 of their most recent evaluation.
14
- 15 2. The application process for candidates for Consulting Teachers shall include:
16
- 17 a. Completed application form.
18
- 19 b. Statement by the current principal or immediate supervising administrator.
20
- 21 c. Statement by at least one other classroom teacher who is familiar with the
22 classroom performance of the applicant. All applications and statements shall
23 be treated with confidentiality.
24
- 25 d. All information about Consulting Teacher applications shall remain
26 confidential.
27
- 28 3. Applications for Consulting Teachers shall be approved by a majority vote of the
29 Peer Assistance and Review Panel. After approved returning consulting teachers are
30 placed with a participating and/or voluntary participating teachers, National Board
31 Designated Teachers will be prioritized for remaining consulting teacher
32 assignments.
33
- 34 4. The governing board may meet in closed session to consider the appointment of any
35 nominee to be a Consulting Teacher. The governing board may gather information
36 it deems necessary to evaluate nominees. The governing Board of Education may
37 reject any nominations. The final designation of any person as a Consulting Teacher
38 shall be by action of the governing board.
39
- 40 5. Classroom observations may be conducted by members of the Peer Assistance and
41 Review Panel or a selection team appointed by the panel to review a teaching video
42 submission as part of the selection process for Consulting Teachers.
43
- 44 6. Initially, the term of the Consulting Teachers shall be for one (1) year. Upon
successful completion of the first year, the Consulting Teacher may be eligible for
two (2) consecutive terms of three (3) years.

- 1 7. Consulting Teachers shall be provided release time for the purpose of observing
 2 Participating Teachers and meeting with them to plan and provide support and
 3 assistance.
 4
- 5 8. Upon completion of each school year, the performance of the Consulting Teacher
 6 will be reviewed by the governing board. A Consulting Teacher assignment may be
 7 terminated if the Peer Assistance and Review Panel determines the Consulting
 8 Teacher has not performed his/her duties effectively. A Consulting Teacher not
 9 recommended to the Board shall be entitled to a conference with the chairperson of
 10 the Peer Assistance and Review Panel to be advised of the reasons and may attach a
 11 written response to the report which shall be sent to the governing Board of
 12 Education.
 13
- 14 a. The term of a Consulting Teacher may be renewed for a second consecutive
 15 three (3) year term. Renewal shall be initiated and conducted in the same
 16 manner as a new application for Consulting Teacher.
 17
- 18 b. If for any reason a Consulting Teacher is unable to complete the duties of the
 19 position, the Peer Assistance and Review Panel may select an alternate
 20 teacher from a list approved by the Peer Assistance and Review Panel.
 21
- 22 c. Consulting Teachers who voluntarily request an unpaid leave of absence for
 23 a semester or longer for other than health reasons shall be terminated as
 24 Consulting Teachers and must reapply for the position.
 25
- 26 9. Responsibilities performed by Consulting Teachers pursuant to this Article shall
 27 constitute neither management nor supervisory functions. The Consulting Teachers
 28 shall retain all rights of bargaining unit members.
 29

30 **F. PEER ASSISTANCE PROCESS:**

- 31
- 32 1. The Referred or Voluntary Participating Teacher shall meet with the assigned
 33 administrative evaluator according to the deadline dates established by Human
 34 Resource Services for the purpose of discussing the traditional evaluation policy,
 35 procedures, standards, and expectations. The Referred Participating Teacher and the
 36 administrative evaluator shall collaboratively develop written goals and objectives
 37 within the prescribed timelines.
 38
- 39 2. Consulting Teachers may work individually with Referred or Voluntary Participating
 40 Teachers or as a part of a team of Consulting Teachers. Each Referred or Voluntary
 41 Participating Teacher shall receive not less than sixty (60) hours of assistance
 42 per year from the assigned Consulting Teacher(s).
 43

44 Consulting Teachers shall assist Referred or Voluntary Participating Teachers by
 45 demonstrating, modeling, observing, coaching, conferencing, and referring or by
 46 other activities which in the professional judgment of the Consulting Teacher would

1 support the Referred and Voluntary Participating Teacher in strengthening his/her
2 skills. A concerted effort shall be made to limit the number of Participating Teachers
3 with whom a Consulting Teacher shall work to two (2) or fewer.
4

- 5 3. The Consulting Teacher shall meet with his/her assigned Referred or Voluntary
6 Participating Teacher by the end of the fourth week of the school year. The purposes
7 of this meeting shall be to discuss the Peer Assistance and Review Program, to
8 establish mutually agreed upon performance goals, to begin developing the specific
9 components of a written individualized assistance plan, and to agree to a process for
10 determining the successful completion of the Peer Assistance and Review Program.
11

12 a. The Consulting Teacher shall conduct multiple observations of the
13 classroom performance of the Referred or Voluntary Participating
14 Teachers. The Consulting Teachers shall conduct pre and post-observation
15 conferences with the Referred or Voluntary Participating Teachers.
16

- 17 4. The Consulting Teacher shall monitor the progress of the assigned Referred or
18 Voluntary Participating Teacher and shall provide written reports no less than once
19 each school month to the Referred Participating Teacher for discussion and review
20 and to the Peer Assistance and Review Panel for the purpose of keeping the Panel
21 apprised of the Referred Participating Teacher's level of performance.
22

- 23 5. The Consulting Teacher shall continue to provide assistance to the Referred or
24 Voluntary Participating Teacher until the Consulting Teacher and the supervising
25 administrator determine the teaching performance of the Referred or Voluntary
26 Participating Teacher is consistently effective or further assistance will not result in
27 effective performance.
28

- 29 6. At least four weeks prior to the deadline date for the submission of the teacher's final
30 evaluation, a copy of the Consulting Teacher's Summary Report shall be given to the
31 Referred or Voluntary Participating Teacher, the supervising administrator, and the
32 Peer Assistance and Review Panel. A copy bearing the signature of the Referred or
33 Voluntary Participating Teacher indicating acknowledgment of receipt shall be
34 retained in the site file.
35

- 36 7. The Referred and Voluntary Participating Teacher may request to appear before the
37 Peer Assistance and Review Panel and to be represented in the meeting by an
38 Association representative.
39

- 40 8. As indicated above, a copy of the Summary Report shall be placed in the personnel
41 file of the Referred Participating Teacher, and the document may be reflected in the
42 final evaluation of the Referred or Voluntary Participating Teacher as a means of
43 support.
44

- 45 9. It is understood, Voluntary Participating Teachers will have flexibility in the outlined
46 tenets of the program with the approval of the Consulting Teacher.

- 1
2 10. Deadline dates for each step in the Peer Assistance and Review process shall be
3 developed by Human Resource Services and agreed to by TALB and distributed to
4 all sites at the beginning of the school year along with evaluation guidelines.
5

6 **G. ANNUAL STIPEND FOR CONSULTING TEACHERS:**
7

- 8 1. Consulting Teachers shall be provided release time for all activities conducted during
9 the school day related to Peer Assistance and Review. Peer Assistance and Review
10 Consulting Teachers shall receive an annual stipend. This stipend shall not be
11 counted as salary or wages for employer contributions or employee benefits under
12 the State Teachers Retirement System/Public Employees Retirement System.
13
14 2. The stipend shall be paid at the end of each semester. Federal and State income taxes
15 will be deducted from each stipend payment as required by law. National Board
16 Teachers are not eligible for an additional stipend but their participation hours as
17 consulting teacher count towards the required sixty (60) hour requirement for
18 designated master teachers as outlined in Appendix D, Section 10.
19
20 3. The annual stipend, or the required sixty (60) hour requirement for designated master
21 teachers outlined in Appedix D, Section 10, shall be prorated if the employee cannot
22 or chooses not to complete the Consulting Teacher duties according to the Peer
23 Assistance and Review Agreement.
24
25 4. The annual number of hours of service required of a Consulting Teacher shall be
26 sixty (60).
27

28 **H. CONTINUATION OF THE PEER ASSISTANCE AND REVIEW PROGRAM:**
29

- 30 1. District participation shall be contingent upon receipt by the District of sufficient
31 sums to which it is entitled to pay fully the cost of the program.
32
33 2. There will be no encroachment of the general fund of the District to fund the Peer
34 Assistance and Review Program.
35
36
37
38
39
40
41
42
43
44
45

1
2
3
4

ARTICLE XII

Evaluation Procedure

- 5 **A. FREQUENCY.** Evaluation and assessment of the performance of employees shall be
6 made on a continuing basis at least once each school year for temporary and probationary
7 personnel and at least once every other year for employees with permanent status.
8 Employees will complete and sign their evaluation forms online. Annually the district and
9 TALB will assess the online evaluation ease of use, security, adequacy and effectiveness.

10
11 Effective with the 2008-09 school year, unit members with permanent status shall be
12 evaluated at least every five (5) years if they have been employed by the district for ten (10)
13 years or more and if the evaluator and the unit member consent to such timeline. Upon
14 completing the final evaluation, the administrator will indicate if the unit member is
15 recommended for the 5-year cycle. In order to be eligible for the five year cycle a unit
16 member must be deemed to be “highly qualified” as defined in the No Child Left Behind Act
17 (20 U.S.C. 7801) and his/her most recent evaluation must contain an overall rating of at least
18 Satisfactory or Effective. For eligible unit members who do not teach in “core academic”
19 subjects, qualification requirements shall be the same as for teachers of “core academic”
20 subjects. For eligible unit members who are not classroom teachers the District and
21 Association shall review and agree on appropriate comparable criteria.

22
23 Either the evaluator or the unit member may withdraw from this cycle at any time and such
24 withdrawal shall not be subject to the grievance procedure. Upon request the evaluator will
25 meet with the unit member to explain the reasons for withdrawal.

- 26
27 **B. EVALUATOR.** The evaluator shall be the employee's immediate manager and/or another
28 administrator designated by the manager, by the Superintendent, or by his designee.
29
30 **C. DEADLINES.** It is agreed that deadlines specified in this Article, except for the date of the
31 final evaluation, may be extended by the number of days the evaluatee or the evaluator is
32 absent from the work site during the identified time periods. Any change in specified
33 deadlines will be noted in writing by the evaluator along with reasons for the change in
34 deadline.
35
36 **D. NOTIFICATION OF EMPLOYEES.** Employees to be evaluated shall receive a copy of
37 the evaluation procedures within four (4) weeks after the beginning of their school session
38 work year, traditional or year-round calendar. Those employees will be advised of the
39 evaluation policy, procedures, standards, and expectations by their evaluator no later than the
40 end of the fifth school week. Except in extenuating circumstances, District and site goals
41 will be provided to teachers one week prior to the teacher’s goals deadline.

42
43 Standardized test norms shall not be used for teacher evaluation. Personnel shall be judged
44 on the District-adopted evaluation objectives and performance standards. Such objectives
45 and standards that are aligned with the California Standards for Teaching Profession (CSTPs)
46 for teachers, and professional standards for other represented certificated staff including

1 counselors, psychologists, SLPs and nurses, shall be in writing and made available to the
 2 evaluatee prior to any period in which the employee is evaluated.

- 3
 4 **E. SETTING OF OBJECTIVES/ACTION PLAN.** By the end of the sixth school week each
 5 evaluatee shall be responsible for proposing in writing to the evaluator specific action plans
 6 and standards to be achieved within areas of performance. The evaluator may propose and/or
 7 require additional components in the action plan and standards for each evaluatee in
 8 accordance with the position and assignment. Employees will be advised if there is to be a
 9 specific area(s) of concentration.

10
 11 Within the maximum of seven (7) weeks of the first working day of an assignment all action
 12 plans and performance standards shall be finalized, reduced to writing, and signed by the
 13 evaluator and evaluatee.

- 14
 15 **F. CONSTRAINTS.** When the total length of teaching experience, the length of duty at one
 16 site, the length of time in the assignment, or other factor is considered to be a constraint by
 17 the evaluator or the evaluatee, it may be so noted on the appropriate form. Employees, who
 18 due to the room utilization patterns on a year-round school schedule are limited in their ability
 19 to prepare the classroom prior to the arrival of students, are deemed to be working within
 20 constraints related to room environment and classroom management for a brief period of
 21 time at the beginning of each on-track assignment.

- 22
 23 **G. OBSERVATIONS.** Observations shall be both formal and informal. The number of formal
 24 observations shall routinely be three (3). With agreement of both evaluatee and evaluator
 25 the number may be reduced to two (2) or one (1) in cases of obviously satisfactory
 26 performance by permanent employees. Additional observations shall be conducted when
 27 deemed necessary by either the evaluatee or evaluator.

- 28
 29 1. An observation shall be based upon one (1) or more of the following components:
 30 District goals and objectives, individual school/office goals and action plans,
 31 individual employee goals and action plans and performance assessment criteria.
 32
 33 2. Each formal observation will be followed by a conference which will take place
 34 within five (5) working days.
 35
 36 3. Formal observations will be summarized on an observation form with a copy given
 37 to the evaluatee within ten (10) working days after the observation.
 38
 39 4. Except by mutual agreement, formal observations shall not begin until after goals
 40 and action plans have been agreed upon. In the event that goals and action plans have
 41 not been agreed to, formal observations may begin following the seventh week of the
 42 school year.
 43
 44 5. In the event of an unsatisfactory observation lesson analysis, the evaluatee may
 45 request an additional formal observation conducted jointly by the evaluator and
 46 another manager selected by the evaluatee from a list of up to five (5) managers

1 selected by the District. The second manager will be credentialed/certified in the
 2 credential/subject/special services area of the evaluatee's assignment. In the event
 3 there are no managers with a similar credential available, the evaluatee shall select
 4 from a list of Long Beach Unified School District administrators who currently
 5 supervise teachers with the same credential or teaching assignment. The subsequent
 6 conference and lesson analysis shall be conducted/developed by both managers.
 7

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

18 A joint committee consisting of five (5) unit members appointed by TALB and five (5)
 19 administrators shall be convened to develop revisions to evaluation forms for non-classroom
 20 based unit members (e.g. nurses, teacher librarians, teachers on Special Assignment), review
 21 and revise final evaluation forms to consider an overall rating, use of electronic
 22 forms/system, use of resource material, and develop an evaluation rating rubric. The forms,
 23 if amended, shall be submitted to the bargaining teams for final negotiation. If meetings are
 24 scheduled during the work day the unit members shall be provided released time; if the
 25 meetings are scheduled for times after the work day the unit members shall be paid their
 26 regular hourly rate.
 27

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

40 Nothing in this Section shall be interpreted as limiting the ability of the District to take
 41 immediate action in the case of an extremely serious or egregious circumstance as identified
 42 in Education Code, Section 44932.
 43

- 44 **J. PERSONNEL FILE.** Each employee shall have the right, by appointment, to review the
 45 contents of his/her personnel file. Such appointment will normally be scheduled within five
 46 (5) working days of the request, except that during unusually concentrated work periods, it

1 may be postponed with the approval of the Assistant Superintendent, Human Resource
 2 Services. Unit members may obtain copies of materials in their personnel files and be
 3 charged the same rate per page as the District charges the general public.¹ Such materials
 4 shall not include those excluded from disclosure under Education Code Section 44031;
 5 normally such materials will be provided within ten (10) working days of the request. A
 6 representative of the Association at the teacher's request may accompany the teacher in this
 7 review. Such review by the employee shall be permitted twice per year before or at the end
 8 of the duty day when instructional duties have been completed.

9
 10 Negative or derogatory materials will be processed in accordance with Education Code,
 11 Section 44031, which states that information of a derogatory nature shall not be entered or
 12 filed unless and until the employee is given notice and an opportunity to review and comment
 13 thereon. An employee shall have the right to enter, and have attached to any such derogatory
 14 statement, his own comments thereon.

15
 16 **K. GRIEVABILITY.** Any grievance arising out of the foregoing procedures shall be limited
 17 to a claim that the procedure has been violated.

18
 19 **L. PARENT/GUARDIAN COMPLAINT.** When a parent or guardian complaint regarding
 20 an employee filed pursuant to Education Code, Section 35160.5 is terminated at any level or
 21 is not sustained by the Board of Education, the Board shall direct that all written
 22 documentation relating to the complaint be destroyed pursuant to procedures provided for in
 23 Title V of the California Administrative Code.

24
 25 **M. COUNSELOR EVALUATION**

26 The counselor evaluation process is tended to be a cycle of continuous improvement as
 27 represented in the figure below, counselors playing a more active engaged role in their own
 28 professional growth and development. The process begins with assessments through data
 29 analysis and self-reflection. A goal setting conference sets the stage for implementing a goal-
 30 driven plan for the year. Throughout the school year, the plan is implemented and evidence
 31 is collected. The cycle continues with a mid-year progress check and consultation, followed
 32 by continued implementation. The latter part of the process offers counselors the chance to
 33 review interim data and reflect on review the existing process and prepare for regular
 34 implementation in 2022-2023.

35
 36 **N. PSYCHOLOGIST EVALUATION**

37 The Evaluation Committee with review the current draft model to prepare for pilot
 38 implementation during 2022-2023 school-year. Full scale rollout will take place during the
 39 2023-2021 school year.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45

ARTICLE XIII

Grievance Procedure

A. **DEFINITION:**

1. A "grievance" is a claim by a grievant that he/she has been adversely affected by an interpretation, application, or violation of the specific provisions of this Agreement. Informally, a grievance may be presented verbally; formally, it shall be presented in writing.
2. A "grievant" may be any employee in the bargaining unit covered by the terms of this contract. The 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.
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 leave or out of the District for official duty.
4. The "immediate manager" is the lowest level manager who has authority to remedy the grievance.

B. **INFORMAL LEVEL:**

1. Within twenty (20) days after the alleged violation (except for payroll errors) and before filing a formal written grievance, the grievant shall attempt to resolve his/her claim by an informal conference with his/her immediate 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 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,

1 and paragraph of the contract allegedly misapplied, misinterpreted, or violated, and
 2 shall specify the remedy sought.
 3

- 4 2. The immediate manager shall communicate the decision to the employee in writing
 5 within ten (10) days after receiving the grievance or within five (5) days following
 6 a conference.
 7

8 **D. FORMAL LEVEL – STEP 2:**
 9

10 Upon receipt of the Step 1 response, and if the decision of the immediate manager is not
 11 satisfactory, the grievant, within ten (10) days of receipt of the response may file an appeal
 12 with Employee Relations Services which shall transmit it to the Superintendent or to
 13 another district-level manager designated by the Superintendent.
 14

- 15 1. The statement of the grievance shall be a clear, concise statement of the
 16 circumstances giving rise to the grievance, shall include the specific article, section,
 17 and paragraph of the contract allegedly misapplied, misinterpreted, or violated, and
 18 shall specify the remedy sought.
 19
 20 2. The grievant or the respondent (Superintendent or designee) may request a personal
 21 conference regarding the grievance. The respondent shall communicate his/her
 22 decision in writing to the grievant within fifteen (15) days of receipt of the appeal
 23 or within five (5) days following a conference.
 24

25 **E. FORMAL LEVEL – STEP 3:**
 26

27 If the grievant is not satisfied with the decision at Step 2, he/she may within ten (10) days
 28 after receipt of the decision at Step 2, submit to Employee Relations Services a written
 29 request for mediation of the grievance. Employee Relations Services shall within five (5)
 30 days after receipt of the written request submit to the California State Conciliation Service
 31 a request for the immediate services of a mediator.
 32

33 The parties agree that Step 3 of this Grievance Procedure may be waived by mutual
 34 agreement of the grievant and the District.
 35

- 36 1. The function of the mediator shall be to assist the parties to achieve a mutually
 37 satisfactory resolution of the grievance by means of the mediation process.
 38
 39 2. If a satisfactory resolution of the grievance is achieved by means of this mediation
 40 process, both parties to the grievance shall sign a written statement of resolution to
 41 that effect, and thus waive the right of either party to further appeal the grievance.
 42

43 **F. FORMAL LEVEL – STEP 4, BINDING ARBITRATION:**

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

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

7
8 **1. Selection of Arbitrator:**

- 9
10 a. Within ten (10) days of receipt of the Step 4 grievance form, Employee
11 Relations Services and Association staff shall attempt to agree upon a
12 mutually acceptable arbitrator and obtain a commitment from said arbitrator
13 to serve.
14
15 b. In the event that the parties cannot agree upon an arbitrator, within the
16 specified period, a list of seven (7) arbitrators experienced in hearing
17 grievances in public schools shall be requested from the State Conciliation
18 Service or the American Arbitration Association. The parties shall select
19 an arbitrator from this list by alternately striking names. The order of
20 striking shall be determined by flipping a coin.
21

22 **2. Powers of the Arbitrator:**

- 23
24 a. The arbitrator shall have no authority to hear evidence and/or rule on any
25 sections of this Agreement which were not present in the original grievance,
26 Formal Level - Step 1.
27
28 b. The parties shall attempt to agree upon a statement of the issue(s) to be
29 submitted to arbitration. If the parties cannot agree, the arbitrator shall
30 determine the issue(s) by referring to the written grievance documents.
31
32 c. After a hearing and after both parties have had an opportunity to present
33 written arguments, the arbitrator shall submit a decision within thirty (30)
34 days.
35
36 d. The arbitrator's decision shall be in writing and shall set forth the findings of
37 fact, reasoning, and conclusions on the issue(s) submitted. The arbitrator
38 shall be without power or authority to make any decision which requires the
39 commission of an act prohibited by law or which changes or is violative of
40 the terms of this Agreement. Subject to the limitations specified in Article
41 VI, Section C., it is agreed that the remedy of the arbitrator may include such
42 financial reimbursement as may be necessary to make the grievant whole for
43 any monetary loss resulting from a violation, misapplication, or
44 misinterpretation of the specific provisions of this Agreement.
45

- 1 e. The decision of the arbitrator shall be submitted to the Association and the
2 Director of Employee Relations Services, and shall be binding upon the
3 parties.
4
- 5 f. If any question arises as to the arbitrability of the grievance, such question
6 will be ruled upon by the arbitrator only after he/she has had an opportunity
7 to hear the merits of the grievance.
8

9 3. **Areas of Exclusion:**

10 The arbitrator shall have no power to recommend or resolve:

- 11
- 12
- 13 a. Any issue arising out of the exercise by the Board or the Administration of
14 its responsibilities under Article III, Reserved Rights of the District, except
15 as modified by specific provisions of this Agreement.
16
- 17 b. Issues involving evaluation other than procedures specifically identified in
18 Article XIII, Evaluation Procedures.
19

20 4. **Cost of Arbitration:**

- 21
- 22 a. All costs of the services of the arbitrator, including but not limited to, per
23 diem expenses, travel and travel time, and the cost of any hearing room
24 which is not the property of the school district shall be borne equally by the
25 District and the Association.
26
- 27 b. Either party may request that the hearing be recorded. The costs of a
28 certified court reporter shall be paid by the party requesting the reporter and
29 only the party paying for the reporter shall receive a transcript of the
30 hearing. Alternately, both parties may mutually agree to share equally the
31 costs of the reporter, in which case both parties shall receive a copy of the
32 transcript.
33
- 34 c. The grievant and required employee witnesses will be granted released time
35 as necessary to participate in any hearing required by the arbitration process.
36 The release of employee witnesses will be scheduled to minimize classroom
37 disruption.
38
- 39 d. Each party shall bear the expense of the preparation and presentation of its
40 own case.
41

42 5. **Expedited Arbitration.** The parties may mutually agree that arbitration may
43 proceed under the expedited Rules of the American Arbitration Association.
44
45
46
47

1 G. MISCELLANEOUS PROVISIONS:
2

- 3 1. **Right to Representation.** The District and the Association recognize the right of
4 the employee to present grievances without involvement of the Association and the
5 right of the Association to represent the employee who so requests it. Both the
6 grievant and the respondent reserve the right to have representation at each of the
7 steps.
8
- 9 2. **Time Limits.** The District and the Association agree that time limits in this Article
10 may be extended by mutual consent. If the respondent at any step fails to meet the
11 deadline for a response, the grievance may be appealed to the next higher step.
12 Failure of the grievant to request an extension or to meet time limits shall render
13 the grievance null and void.
14
- 15 3. **Conferences.** Upon request of either a grievant or a respondent, a conference shall
16 be arranged for discussion of a grievance.
17
- 18 4. **Released Time:**
19
- 20 a. An employee with a grievance shall be granted reasonable released time to
21 process the grievance.
22
- 23 b. The Association may, upon request of the grievant, have released time for an
24 authorized representative to participate in a grievance conference.
25
- 26 c. The Association shall designate in writing to Employee Relations Services
27 the names of unit members who are authorized as grievance representatives
28 prior to the District's approval of released time.
29
- 30 d. Except for the informal conference, an employee must request
31 approval from the site manager at least twenty-four (24) hours prior
32 to being released from duties to participate as a grievant or representative
33 in a grievance conference.
34
- 35 e. Released time shall be limited to one Association representative per
36 grievance conference.
37
- 38 f. Released time for processing grievances at the site level shall be at times
39 that do not disrupt direct service to students.
40
- 41 5. **Bypass to Appropriate District-Level Manager.** If the Association and
42 Employee Relations Services agree, and where the site manager would not be the
43 appropriate respondent, Step 1 of the grievance procedure may be bypassed and the
44 grievance brought directly to the appropriate District-level manager.
45

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

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

ARTICLE XIV

Concerted Activities

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

ARTICLE XV

Effect of Agreement

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

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

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

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

2. **Requests for Contractual Waiver:**

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

1 affected bargaining unit employees who actually vote on the proposed change
 2 and with the endorsement of the principal and appropriate assistant/deputy
 3 superintendent.
 4

5 Waiver requests will contain such other information as may be required by
 6 the Educational Mission: Innovation Advancement Committee (e.g., purpose,
 7 duration, effect, etc.). Any request which deals with curricular matters will
 8 include information regarding review through the District curriculum
 9 process.
 10

- 11 c. To be recommended to the Superintendent for presentation to the Board of
 12 Education the waiver request must receive the vote of at least six (6) of the
 13 eight (8) committee members.
 14

15 3. **Continuation/Termination of Contractual Waivers:**
 16

- 17 a. An approved waiver will be reviewed annually to ensure that the principal,
 18 the appropriate assistant/deputy superintendent, the Association, and at least
 19 two-thirds (2/3) of affected bargaining unit members who actually vote on
 20 the renewal wish to continue the waiver through the next semester or school
 21 year, as specified.
 22
- 23 b. If during this required annual review the principal and appropriate
 24 assistant/deputy superintendent, or the Association do not wish to continue
 25 the waiver, or if more than one-third (1/3) of the affected bargaining unit
 26 members who actually vote on the renewal do not wish to continue the
 27 waiver, the previously waived contract provision will be automatically
 28 reinstated in its entirety at the beginning of the next semester or school year,
 29 as specified.
 30
- 31 c. Except to the extent waived pursuant to this Article, the collective bargaining
 32 Agreement will remain in full force and effect and have full application to the
 33 bargaining unit employees who are affected by an approved site waiver.
 34
 35
 36
 37
 38
 39
 40
 41
 42
 43
 44
 45
 46

ARTICLE XVI

Savings Clause

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

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

ARTICLE XVII

Completion of Meet-and-Negotiate Sessions

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

ARTICLE XVIII

Term of Agreement

- A. This agreement shall take effect beginning July 1, 2025 and terminate June 30, 2028. Full Contract shall be open for 2027-2028, with reopeners for 2025-2026 and 2026-2027 on Article VI and three articles selected by each party.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

APPENDIX A

Calendars

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42

The Long Beach Unified School District and the Teachers Association of Long Beach shall collaborate in the development of the traditional calendar. These calendars shall be agreed to two calendar years in advance.

The calendar for CAMS and SATO are based on the associated university. Each of the noted calendars will be posted on the district website.

1 **APPENDIX B**

2 **Salaries**

3 **Salary:**

4
5
6
7 4% increase to bargaining unit salary schedules, stipends, and rates of pay for 2023-2024
8 retroactive to July 1, 2023. An additional one-time off schedule payment of 4% for 2023–2024
9 based on the unit member’ earnings for the 2023-2024 fiscal year.

10
11 **Compensation for Bilingual and Special Education Additional Assignments.**

12
13 Each year for the duration of this Agreement, the District will compensate bilingual teachers for
14 additional assignments directly related to their area of specialization. To be eligible for this
15 compensation teachers must meet all of the following criteria:

- 16
17
 - Hold either a Bilingual Cross-cultural Language and Academic Development
 - 18 (BCLAD) or Bilingual Authorization (BILA);
 - 19 • Have a current teaching assignment which requires such credential
 - 20 • Teach in a Dual Immersion program and provide course instruction in two languages
 - 21 without additional support;
 - 22 • Receive prior site and OCIPD/Special Education Office authorization for additional
 - 23 assignment to accomplish specified tasks beyond their regular workday/work year.

24
25 Additional assignment as described above will be compensated per Schedule P and will be limited
26 to \$1,000 per eligible employee per year.

27
28 Per Article V, Section A.4, the District shall maintain its practice of treating IEP meetings as
29 mandatory. As such, employee attending IEPs during non-duty time, will be compensate per the
30 process outline in Article V, Section A.4.

31
32 **Department Head – Additional Amount**

33
34 All department heads will be compensated based upon the teacher periods of instruction within the
35 department.

36
37 **Pathway Leads – Additional Amount**

38
39 Pathway Leads will be paid in their regular paycheck and the additional amount will be included
40 in the Notice of Assignment. All Pathway Leads will be compensated based upon the number of
41 the students in the Pathway.

42
43 **PROVISIONS FOR ADMINISTRATION OF SALARY SCHEDULES**

44
45 **A. REQUIREMENTS RELATIVE TO INITIAL PLACEMENT ON SALARY**
46 **SCHEDULES:**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

1. **Teaching Experience:**

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

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

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

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

2. **Experience Other Than Teaching:**

a. In evaluating an applicant's experience other than teaching, the District may allow a maximum of four (4) steps on the salary schedule when this

1 experience will contribute directly to the effectiveness of the employees
 2 major assignment for which the applicant is being considered. Two (2) years
 3 of experience under this provision are evaluated as equal to one (1) step on
 4 the salary schedule. This experience cannot be concurrent with credit for
 5 teaching experience, but part-time work experience might be combined with
 6 part-time teaching. Verification of not less than eleven (11) months of
 7 consecutive work of not less than twenty (20) hours per week may be
 8 computed as the equivalent of one (1) year toward the two-for-one
 9 requirement for work experience credit. In computing work experience on
 10 more than one (1) job, any interruption of service beyond one (1) month
 11 shall break the consecutive requirement, unless the prospective employee
 12 returns to the same position, with the same employer, within six (6) months
 13 without having been gainfully employed by another employer during that
 14 time. Partial years of credit are not additive.

- 15
- 16 b. Nurses and school librarians are given one (1) year of credit for one (1) year
 17 of full-time work experience in a non-school setting as a nurse or as a
 18 librarian.
- 19
- 20 c. In addition to the current rules for salary schedule placement purposes, for
 21 purposes of initial placement on the salary schedule, qualified
 22 speech/language/pathologists/specialists hired on or after July 1, 2006 to
 23 work in speech and language positions shall be allowed one step on the
 24 salary schedule for each year of verified work experience as a
 25 speech/language/pathologist/specialist in a non-school setting.
- 26
- 27 d. **Military Service.** Military Service is credited as prior teaching experience
 28 only if the applicant actually taught while in the service in the field for
 29 which he/she is to be employed.
- 30
- 31 e. Adjustment for previous experience official verification of service
 32 described in A.2.b. and A.2.c. of the Appendix must be provided within the
 33 first three years of employment with the District. If an employee is hired
 34 by September 1 of the first year of employment, verification must be
 35 received in Human Resource Services by November 1 and salary schedule
 36 placement adjustment is retroactive to the beginning of that fiscal year. If
 37 verification is received after November 1, salary schedule placement
 38 adjustment will be effective the following pay period.

39

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

- 44
- 45 3. **Tentative Salary Placement.** Applicants who are considered favorably are asked
 46 to sign a statement relative to initial/tentative salary placement that is mutually

agreeable at the time of employment. Signing the “Tentative Salary Placement” form indicates that the initial/tentative salary stated thereon is mutually agreeable.

4. **Salary Schedule Placement:**

a. Certificated employees who are given a contract are placed initially on the salary schedule in accordance with training completed at an accredited college or university before the first day of their contract year.

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

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

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

Since 1999 the District has participated in the Beginning Teacher Salary Incentive Program. District participation is contingent on the continuation of special State funding to support this program. As a result of continuing District participation, K-12 teachers holding a valid California credential and assigned to specific schedules, columns, and steps listed below shall be compensated at an annual rate of pay greater than that provided to new employees who do not hold a valid California credential.

Schedule A3

- Column 211, Steps A, B, C, D
- Column 212, Steps A, B, C
- Column 213, Steps A, B
- Column 214, Step A

Schedule A4

- Column 711, Steps A, B, C, D
- Column 712, Steps A, B, C
- Column 713, Steps A, B
- Column 714, Step A

Schedule B3

- Column 221, Steps A, B, C, D
- Column 222, Steps A, B, C

Column 223, Steps A, B
Column 224, Step A

Schedule B4

Column 721, Steps A, B, C, D
Column 722, Steps A, B, C
Column 723, Steps A, B
Column 724, Step A

B. CREDIT ON THE SALARY SCHEDULE FOR ADVANCED WORK:

1. All college or university credit shall be from an accredited institution.
2. Placement on Column 012 or 022 is dependent on verification of twenty-eight (28) semester hours of upper division or graduate work beyond the Bachelor's Degree. Extra units earned prior to receiving the Bachelor's Degree shall not be accepted for placement on the scale of one (1) year above the Bachelor's Degree unless the extra units are of graduate standing, were not counted for the Bachelor's Degree, and are so indicated on the transcript.
3. Placement on Column 013 or 023 is dependent on (a) verification of fifty-six (56) semester hours of upper division or graduate work beyond the Bachelor's Degree or (b) verification of a Master's Degree.
4. Placement on Column 014 or 024 is dependent on (a) verification of fifty-six (56) semester hours of upper division or graduate work beyond the Bachelor's Degree plus the Master's Degree or (b) verification of a Master's Degree plus twenty-eight (28) semester hours of upper division or graduate work taken after the completion of the Master's Degree.
5. Placement on Column 016 or 026 is dependent on (a) verification of seventy-five (75) semester hours of upper division or graduate work beyond the Bachelor's Degree plus the Master's Degree or (b) verification of a Master's Degree plus forty-five (45) semester hours of upper division or graduate work taken after completion of the Master's Degree; or, (c) an earned Ph.D./Ed.D. degree. Other earned doctoral degrees may be considered when directly applicable to the initial/current assignment of the employee. No credit will be given for an Honorary Degree.
6. Beginning with the 2006/07 school year, full credentialed DIS speech/language/pathologists/specialists and/or holders of the Specialist Instruction Communication Handicapped Credential with a valid California Speech Pathology license issued by the Speech Pathology and Audiology Board for speech/language/pathologist/specialists shall be paid an additional five percent (5%) annually (pro-rated over pay periods) so long as they remain assigned as a speech/language/pathologist/specialist. Holders of the Specialist Instruction Communication Handicapped Credential with a valid California Speech Pathology

1 license must submit proof of licensure to Human Resource Services within sixty
 2 (60) days of renewal. The stipend does not apply to non-credentialed
 3 speech/language/pathologist/specialists.
 4

5 7. The following equivalents will be granted for salary purposes:
 6

7 a. Equivalent to a Bachelor's Degree:
 8

- 9 (1) P.H.N. held by nurses;
- 10 (2) R.N. plus a Bachelor's Degree held by nurses;
- 11 (3) Designated Subjects Credential with specialization in
 12 Vocational Trade and Technical Teaching, full-time;
- 13 (4) Designated Subjects – Vocational, preliminary; or Career Technical
 14 Education Teaching Credential, preliminary
- 15 (5) Assignment in a qualified Vocational Education Program for not
 16 less than forty (40) percent time is required for those qualifying
 17 under (3) and (4).
 18

19 b. Equivalent to one (1) year above a Bachelor's Degree:
 20

- 21 (1) Bachelor's Degree plus P.H.N. held by nurses;
- 22 (2) Bachelor's Degree plus a Bachelor's Degree in Library Science
 23 (regardless of the number of units) held by librarians;
- 24 (3) Designated Subjects Credential with specialization in Vocational
 25 Trade and Technical Teaching, full-time, plus
 26 twenty-two (22) units cleared, or Associate Degree or sixty (60)
 27 units equivalent, not cleared;
- 28 (4) Designated Subjects – Vocational, preliminary, plus twenty-two
 29 (22) units cleared;
- 30 (5) Assignment in a qualified Vocational Educational Program for not
 31 less than forty (40) percent time is required for those qualifying
 32 under (3) and (4).
 33

34 c. Equivalent to a Master's Degree:
 35

- 36 (1) Bachelor's Degree plus an approved Teacher Librarian Services
 37 Credential which entails not less than twenty-seven (27) units of
 38 graduate work for librarians;
- 39 (2) Bachelor's Degree plus twenty-eight (28) units including a P.H.N.
 40 held by nurses;
- 41 (3) Five (5) year (twenty-eight [28] units required) or Vocational Class
 42 A Credential;
- 43 (4) Standard Designated Subjects Credential with specialization in
 44 Vocational Trade and Technical Teaching, full time clear;
- 45 (5) Ryan Designated Subject – Vocational Trade and Technical, clear;

- 1 (6) Assignment in a qualified Career Technical Education Program for
 2 not less than forty (40) percent time is required for (3), (4), and (5).
 3
- 4 d. Equivalent to one (1) year above a Master's Degree:
 5
- 6 (1) Bachelor's Degree plus fifty-six (56) Teacher Librarian Services
 7 Credential semester hours including an approved Program which
 8 entails not less than twenty-seven (27) units of graduate work for
 9 librarians;
 10 (2) Bachelor's Degree plus fifty-six (56) semester units including
 11 P.H.N. for nurses;
 12 (3) Five (5) year (twenty-eight [28] units required) Vocational Arts
 13 Credential plus a Bachelor's Degree;
 14 (4) Five (5) year (twenty-eight [28] units required) or Life Vocational
 15 Arts Credential;
 16 (5) Ryan designated Subjects – Vocational Trade and Technical, Life;
 17 (6) Assignment in a qualified Career Technical Education Program for
 18 not less than forty (40) percent time is required for those qualifying
 19 under (3), (4), (5), and (6).
 20
- 21 e. No equivalent shall be granted for two (2) years above a Master's Degree
 22 except for a J.D. (juris doctorate) earned from an institution accredited by
 23 the American Bar, that is applicable to the present assignment of the
 24 employee as determined by Human Resource Services.
 25
- 26 f. Equivalent to a Ph.D. or Ed.D. Degree:
 27 Other earned doctoral degrees may be considered when applicable to the
 28 present assignment of the employee as determined by Human Resource
 29 Services.
 30
- 31 8. It is the responsibility of the employee to submit official transcripts to Human
 32 Resource Services in order to advance on the salary schedule. Effective July 1,
 33 2007, upon receipt of official transcripts on or before November 1, salary schedule
 34 placement adjustment will be granted for completed units and/or conferred degrees
 35 retroactive to the beginning of the first duty day of that contract year, for
 36 coursework and degrees earned prior to September 15. Upon receipt of official
 37 transcripts after November 1, or for coursework or degrees completed after
 38 September 15, salary schedule placement adjustment will be granted for completed
 39 units and/or conferred degrees effective the pay period following receipt of the
 40 official transcripts.
 41
- 42 9. An employee who is on a leave of absence may take a full academic course load of
 43 advanced work at an accredited college or university. These courses shall be
 44 acceptable for salary credit at the time the employee returns from leave.
 45

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

4
5 11. After the Bachelor’s Degree, courses for upgrading on the salary schedule must be
6 of upper division or graduate standing. After election to the District and after the
7 Bachelor’s Degree, exceptions may be made for prior-approved lower division
8 transfer credit courses and post-baccalaureate professional courses provided they
9 are related to the present assignment of the employee. The granting of salary credit
10 to any employee for such courses will be limited to a maximum of nine (9) semester
11 hours during the entire time of the employee’s service with the District. Request
12 for exceptions must be received by Human Resource Services six (6) weeks prior
13 to the first day of attendance in the course and be approved by the Deputy
14 Superintendent, Human Resource Services, following review by the Educational
15 Mission: Innovation Advancement Committee (EM:IAC).

16
17 Denials of salary credit under the provisions of this Section may be appealed by the
18 individual employee to Human Resource Services. Appeals shall be reviewed by
19 the Educational Mission: Innovation Advancement Committee (EM: IAC) who
20 shall recommend appropriate action to the Deputy Superintendent, Human
21 Resource Services.

22
23 Each university has a transcript key which categorizes courses by the number series.
24 If the university classifies a course using the term “professional,” but does not
25 specify it as a “professional course related to education,” then the District will not
26 be able to grant salary credit unless prior District approval is obtained (as noted in
27 B.11). Any courses taken prior to employment with the District shall not qualify
28 for salary schedule placement advancement unless as otherwise provided in the
29 negotiated agreement.

30
31 12. Upper division, graduate level or qualifying professional units will apply towards
32 salary schedule placement advancement with the submission of official transcripts.
33 “Qualifying professional units” refers to coursework that meets one of the
34 following requirements: 1) Professional coursework that is required for a credential
35 or certificate (i.e., CLAD, BCLAD) issued by the California Commission on
36 Teacher Credentialing (“CCTC”); or 2) Upper division or graduate level courses
37 which are designated as professional courses for educators by the accredited college
38 or university.

39
40 13. Exceptions to the requirement that all course work units must be taken at an
41 accredited college or university may be made by action of the Educational Mission:
42 Innovation Advancement Committee (EM: IAC) with the approval of the Deputy
43 Superintendent, Human Resource Services. This committee is empowered to grant
44 credit on the salary schedule for successful completion of in-service courses offered
45 by the Long Beach Unified School District which (a) involve attendance at
46 sessions equivalent in time to college or university courses at the same unit value,

1 (b) involve participation and related work equivalent to that required in college or
 2 university courses of the same unit value, (c) provide needed in-service opportunities
 3 not otherwise readily available, and (d) are found by the committee to be in the best
 4 interest of the instructional program of the District.

5
 6 **C. SALARY INCREMENTS:**

- 7
 8 1. Increments are granted to certificated employees who have been compensated for
 9 fifty (50) percent or more of the one hundred eighty-four (184) day school year
 10 under contract or who have combined service of one hundred thirty-five (135) days
 11 in one (1) school year under contract and as a substitute teacher. Any exception to
 12 this policy requires specific approval of the Board of Education.
 13
 14 2. An employee who at the time of resignation was classified as permanent and who
 15 is re-employed under contract within thirty-nine (39) months after the last day of
 16 service, shall be classified as and restored to all rights of a permanent employee,
 17 except as specifically limited by law.
 18
 19 3. A certificated employee who has a leave of absence (a) to serve as a member of the
 20 Peace Corps outside the United States, the Domestic Peace Corps (Volunteers in
 21 Service to America), or the Job Corps; (b) to teach in a foreign country; or (c) to
 22 take advanced professional and academic training is entitled to an increment the
 23 same as though he/she had been regularly employed. To receive such increment,
 24 the service or study during the period of leave must be verified. In order to qualify
 25 for the increment following a leave of absence for advanced professional and
 26 academic training, an employee shall verify that he/she undertook a full load as
 27 defined by the institution attended. A transcript of work taken and grades earned
 28 shall be filed within sixty (60) calendar days of returning to duty. If verification is
 29 received after sixty (60) calendar days, salary schedule placement adjustment will
 30 be effective the following pay period.
 31
 32 4. A certificated employee who is granted a military leave is entitled to such increment
 33 as would have been received had the employee remained in active service with the
 34 school district.
 35

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

- 37
 38 1. Employees in full-time contract positions shall not, during the period of time covered
 39 by the contract, engage in other gainful occupations which impair the efficiency and
 40 character of the school service rendered.
 41

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

- 43
 44 1. **During School Time.** Teachers will be released from their school assignment and
 45 scheduled for six-hour work days. Substitute teachers will be provided.
 46

- 1 2. **During Vacation Time.** Teachers serving as curriculum planners and writers will
 2 be employed for a maximum of six hours per day and paid per hour at their regular
 3 contract daily salary rates divided by eight (8).
 4
- 5 3. **Individual Writing Projects.** When an individual is able and willing to prepare a
 6 curriculum guide on one’s own time during off-duty hours, that person may be
 7 elected to receive a lump sum honorarium or extra compensation for additional
 8 duties. Such extra compensation will vary with the magnitude of the projects.
 9

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

- 11
- 12 1. When a stipend is paid for participation in an in-service activity, the hourly rate
 13 shall be in accordance with the bargaining unit member’s teacher hourly extra
 14 compensation rate (J assignment).
 15

16 The only exception to this standard rate will be a specified in-service participation
 17 rate which is mandated by an agency other than the LBUSD as part of an approved
 18 grant or other specially funded program.
 19

- 20 2. When a stipend is paid for serving as a presenter outside of the workday at an in-
 21 service activity, the hourly presenter or the regular hourly rate, whichever is higher.
 22 This rate includes documented and pre-approved preparation time outside of the
 23 workday for the planning of new presentations. This planning time shall also be
 24 paid at the same rate.
 25

26 The only exception to this standard rate will be a specified presenter rate which is
 27 mandated by an agency other than the LBUSD as part of an approved grant or other
 28 specially funded program.
 29

30 The hourly presenter rate will be adjusted by the same percentage as the average
 31 negotiated salary increase.
 32

- 33 3. There is no obligation to offer a stipend for participation in or presentation of an in-
 34 service activity.
 35

- 36 4. A stipend cannot be provided to participants or presenters for an in-service activity
 37 held during the regular duty day as described in Article V, Section A. of the K-12
 38 Teachers Contract.
 39

- 40 5. Except as specified in Article XIV of the K-12 Teachers Contract, participants
 41 cannot receive both a stipend and salary credit for the same in-service activity. (See
 42 Appendix B., Section B.12. and 13.)
 43
 44
 45
 46

1 **G. REGULATIONS GOVERNING PAYMENT FOR ADDITIONAL ASSIGNMENTS:**

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

43

44 The following formula shall be used in computing the pay for a replacement service

45 employee who has performed those duties for which the regular teacher would have

46 received additional compensation:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

Number of days worked as a replacement service employee
divided by
Number of additional assignment days for which regular employee is compensated
multiplied by
Total compensation for the specific additional assignment
equals
Pay for this assignment to replacement service employee

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

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 issues pertaining to forms, reporting student data, surveys and utilizing technology in a collegial and collaborative manner. Both the District and Association agree to form a committee of up to five (5) members from TALB and up to five (5) members from the District, that 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 same, as needed, to the Superintendent and TALB Executive Director.

1
2
3
4
5
6
7
8

APPENDIX D

National Board Certification

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

- 12 1. The District and the Association shall collaboratively support and participate in
13 recruitment of candidates for National Board Certification.
- 14 2. To be eligible to participate in the District Sponsored National Board Certification
15 Program, certificated teachers must:
 - 16 • Posses a bachelor’s degree from an accredited institution
 - 17 • Hold a clear teaching credential
 - 18 • Have successfully completed three (3) years of teaching as a regular contract
19 or five (5) consecutive years of teaching as a special contract teacher.
- 20 3. Applicants shall have three letters recommending acceptance into the pre-candidacy
21 program. At least one should be from a recent supervising administrator who is
22 familiar with the applicant’s teaching performance; the remaining letters of
23 recommendation may be requested from individuals chosen by the applicant who
24 are familiar with the applicant’s performance in the classroom.
- 25 4. Applicants must sign an agreement to participate in a pre-candidacy support
26 program which will require attendance at a minimum of one (1) meetings each
27 month over a six (6) month program. Participants will be provided release time for
28 required meetings held during the school day.
- 29 5. A National Board Certification Oversight Committee shall be formed consisting of
30 three (3) classroom teachers selected by the Association and three (3) administrators.
31 Members of this committee shall select a chairperson and develop an agenda which
32 is responsive to their areas of responsibility. The responsibilities of this committee
33 shall include approval of training and assistance provided in both pre-candidacy and
34 candidacy support programs and monitoring the progress and level of commitment
35 demonstrated by program participants. At the conclusion of the pre-candidacy
36 program, the Oversight Committee shall approve or disapprove advancement of
37 participants from pre-candidacy to candidacy status.
- 38 6. The initial assessment fee for National Board Certification is approximately \$2,275.
39 For participants who are advanced to the District Candidacy Program for National
40 Board Certification, the District shall provide compensation for all initial assessment
41 fee expenses and one retake in a section.
- 42 7. Following approval by the Oversight Committee for National Board Certification and
43 before beginning the District Sponsored National Board Certification Candidacy
44
45
46

1 Program, participants shall sign a Memorandum of Understanding in which they
 2 agree to render two (2) years of service in the employ of the District following
 3 completion of the National Board Certification process. In addition, the employee
 4 shall furnish a suitable bond indemnifying the governing board of the District for an
 5 amount equal to the initial assessment fee expenses incurred in the event the
 6 employee were to resign from the District before this two (2) year period has elapsed.
 7

- 8 8. The candidacy program for teachers approved for participation in the National Board
 9 Certification process shall be for five (5) years, after the initial enrollment with the
 10 National Board as a Candidate.
 11
 12 9. Candidates participating in the National Board of Certification process shall be
 13 provided technical and pedagogical support by the District designed to prepare and
 14 assist candidates working toward successful completion of required component tasks
 15 within the certification process.
 16
 17 10. Candidates who achieve National Board Certification shall receive additional annual
 18 compensation at a rate of five (5) percent of the base salary.
 19

20 If teachers holding National Board Certification choose, they may serve as a National Board
 21 Designated Master Teacher (NBDMT) under the direction of the Assistant Superintendent,
 22 Human Resource Services. In this role NBDMTs shall be expected to provide sixty (60)
 23 hours of service outside the employee's regularly assigned work year. A plan detailing how
 24 these hours will be completed must be submitted by the first Friday in October. NBDMTs'
 25 services must be based on site and /or district needs and fulfill the three pillars of academics,
 26 intellect, and service. Service shall be in one or more of the following areas:
 27

- 28 a. Providing assistance and guidance to teachers new to an assignment and/or
 29 teacher trainees.
 30 i. Maximum of forty (40) hours per teacher new to an assignment and
 31 not part of the induction program.
 32 ii. Maximum of ten (10) hours per semester for mentor an assigned
 33 student teacher.
 34 b. Providing assistance and guidance to experienced teachers upon mutual
 35 agreement of the parties (i.e., Serve as Peer Assistance and Review (PAR)
 36 Consulting Teacher).
 37 c. Providing assistance to National Board pre-candidates, candidates, or
 38 advanced candidates.
 39 d. Conducting professional development activities that benefit your site or
 40 district.
 41 e. Developing curriculum that benefits your site or district.
 42 f. Providing direct support to students and/or families outside of my regular
 43 contract day in intervention or after school programs.
 44

45 Employees who accept National Board Designated Master Teacher status and whose most
 46 recent final evaluation is effective or higher in all areas shall receive additional compensation

1 at a rate of an additional five (5) percent of the base salary. NBDMTs may not receive any
2 additional form(s) of compensation for their NBDMT services beyond the stated additional
3 five (5) percent of their base salary. Such additional compensation shall be provided for the
4 duration of National Board Certification and shall be counted as salary or wages for employer
5 contribution or employee benefit under the State Teachers Retirement System/Public
6 Employees Retirement System. Federal and state income taxes will be deducted from
7 additional compensation as required by law.
8

- 9 11. The District and the Association are equally committed to Long Beach Unified
10 School District teachers' successful participation in the National Board Certification
11 process. The District and the Association also understand that in the initial
12 implementation of this program, there will inevitably be questions raised and
13 decisions which will need to be made relative to policy and practice. Both the
14 District and the Association agree that the Oversight Committee for National Board
15 Certification be charged with the responsibility of formulating responses to
16 questions and developing recommendations to the Assistant Superintendent, Human
17 Resource Services.
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

- 1 8. History/Social Science/Step C
- 2 9. Special Education/Step C
- 3 10. Library Services/ Step C
- 4 11. College and Career Readiness/Step C

5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

In addition to their regular teaching salary, teachers in these positions receive a stipend in the amount indicated in Step C in the Salary Schedule V.

Special Education Leadership Positions

The office of the Assistant Superintendent, Special Education provides a variety of leadership opportunities to teachers in this specific area. At the senior high schools and middle schools leadership roles have been performed by designated department heads.

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

Ratified 12.11.15

APPENDIX F

Sick Leave Donation Program

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 bargaining unit.

Definitions

As used herein the following definitions are agreed to in reference to the Sick Leave Donation Program.

Work Day: A work day, for the purposes of this Article, is a day when designated parties to the approval process are at work for all or part of the day.

Donation Day: A donation day is defined as eight (8) hours for all employees.

Pay: Pay is defined as the employee's regular daily rate excluding compensation for additional hourly assignments.

Sick Leave: Sick leave available for donation is defined as the employee's accrued monthly sick leave pursuant to Article VII of the Agreement. Accrued hourly sick leave is excluded from any donations to the program.

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

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

Eligibility Requirements for Leave Recipients:

1. A bargaining unit member is eligible for extended sick leave if
 - a. he/she has exhausted all of his/her accrued paid leave, which includes but is not limited to sick leave;

- 1 b. he/she is suffering from a catastrophic illness or injury that is expected to
2 incapacitate him/her for an extended period of time;
3
4 c. the incapacity suffered by the employee requires him/her to take time off from
5 work beyond the number of days covered by the employee’s accrued paid
6 leave, and a financial hardship would result for the bargaining unit member.
7
8 2. The maximum number of days which a recipient may receive for the same illness
9 shall be no more than the total number of duty days in the employee’s work year.
10
11 3. Sick leave accrued by the recipient during the time he/she is on extended sick leave
12 shall be credited against the employee’s days of absence. These days are in addition
13 to the maximum number of days of extended sick leave which the recipient is entitled
14 to receive.
15
16 4. Unit members receiving remuneration under worker’s compensation provisions shall
17 not be eligible to draw extended sick leave.
18
19 5. Employees who may be eligible for disability payments under the State Teachers
20 Retirement System (STRS) or the Public Employees Retirement System (PERS) shall
21 apply for benefits at the earliest opportunity. Upon approval for receipt of STRS or
22 PERS disability payments, the unit member’s eligibility to continue to draw extended
23 sick leave shall cease.
24

Guidelines for Donor Participants:

- 25
26
27 1. Any member of the bargaining unit who has available monthly sick leave balances
28 may donate to an employee who is in need of extended sick leave. The required
29 minimum donation shall be one day (eight hours).
30
31 2. If an employee wishes to contribute more than one day, he/she may donate up to a
32 total of five (5) days per year to a specific employee who has been authorized for
33 extended sick leave. Employees donating more than one (1) day must have a balance
34 of twenty (20) days of accrued monthly sick leave at the time of donation.
35
36 4. Donating employees must acknowledge in writing the donation is voluntary,
37 irrevocable, and confidential and this written acknowledgement must be submitted to
38 the Director of Payroll. Leave donated within the provisions of this program shall be
39 deducted from the employee’s accrued monthly sick leave days only.
40

Application and Approval Process for Extended Sick Leave:

- 41
42
43 1. In the event a bargaining unit employee suffers a catastrophic illness or injury, he/she
44 shall notify his/her immediate supervisor or the payroll clerk at his/her work site as to
45 the reason for his/her absence and identify said reason as a catastrophic illness or
46 injury. A catastrophic illness or injury is defined as an imminent or potentially life-

1 threatening illness or injury. A *Request to Participate in Sick Leave Donation*
2 *Program*, shall be submitted by the affected employee to his/her principal/site
3 administrator or his/her designee before paid sick leave is exhausted. Medical
4 verification of the catastrophic illness or injury shall be provided by the requesting
5 employee at the time the *Request to Participate in Sick Leave Donation Program* form
6 is submitted.

7
8 In the event the unit member is personally unable to request this extension of sick
9 leave, the unit member's designee may make the request on behalf of the applicant.

- 10
11 2. The principal/site administrator, or his/her designee, shall, within three (3) working
12 days of receipt of the *Request to Participate in Sick Leave Donation Program* form
13 and medical verification, review and fax and/or electronic mail both, to Physician
14 Services in the Human Resources Department for review and final approval/denial of
15 the employees request who shall be responsible for the final decision. Final approval
16 or denial will be made and faxed to the principal/site administrator or his/her designee
17 within three (3) working days following receipt in the office of Physician Services in
18 the Human Resource Services Department.
- 19
20 3. The principal/site administrator or his/her designee shall, within three (3) working
21 days following notification of final approval, circulate by means of fax and/or
22 electronic mail the *Donation of Sick Leave Hours* form to all schools and offices with
23 a request to employees to donate sick leave days to the employee in need. The name
24 of the employee shall be included in that request.
- 25
26 4. In the event the principal/site administrator or his/her designee receives notification
27 the *Request to Participate in Sick Leave Donation Program* form has been denied by
28 the Human Resources Department, the principal/site administrator or his/her designee
29 shall within three (3) working days notify the requesting employee or his/her designee
30 of this decision. The employee may revise the request to add pertinent medical
31 information and resubmit application.
- 32
33 5. Upon being informed of a need for a sick leave donation and having decided to make
34 a donation, donor employees shall submit the *Donation of Sick Leave Hours* form
35 directly to the Director of Payroll.
- 36
37 6. Upon receipt of the *Donation of Sick Leave Hours* forms from the donor employee,
38 the Director of Payroll shall be responsible for processing these forms. This task shall
39 include:
- 40
41 a. Verifying that prospective donors have sufficient sick leave balances to allow
42 for the donation indicated by the employee.
- 43
44 b. Crediting the receiving employee with donated sick leave. Donated sick
45 leave will be provided in increments of no more than forty (40) total work
46 days at any one time.

- 1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
- c. Maintaining a record of the names of donors, the number of days each employee has donated, and the dates the *Donation of Sick Leave Hours* have been received.
 - d. Monitoring receiving employees' extended sick leave balance to ensure that donated leave transferred does not exceed the total number of days in the receiving employees' regular work year.
 - e. Notifying payroll clerks and employees at those work sites/schools to which donors are assigned that donations have occurred and that donor employee sick leave balances need to be adjusted accordingly on records at the work site/school.
 - f. Notifying the payroll clerk at the work site/school to which the receiving employee is assigned that the employee has received an initial extended sick leave increment of up to forty (40) days. In the event that additional increments are provided, a similar notification shall be communicated to the payroll clerk.
7. Donated sick leave days will be distributed to the recipient by the Payroll Department in increments of 40 days (320 hours) assuming that the number of days donated total forty (40) or more. If less, the final increment shall reflect the balance of those days donated.
 8. If the requesting recipient exhausts all paid sick leave before final approval is secured and is placed on statutory leave before the sick leave donation is approved, statutory leave charged to the employee shall be restored upon determination of approval and days previously charged to statutory leave shall be charged to the sick leave donation program.
 9. If the total number of days which are donated to a specific employee is not used by that employee, the balance of unused days shall be transferred to a designated sick leave depository. Depository records will be maintained by the Director of Payroll, and these records shall be available for review by TALB upon request. Days carried over will be available to recipients whose requests are approved at a later date.
 10. Receipt of extended sick leave benefits under this program shall delay the beginning of the period of eligibility for statutory leave. The employee will become eligible for statutory leave after all extended sick leave has been exhausted.
 11. The maximum number of days which may be designated for an employee's use at one time shall be forty (40). If the recipient needs additional days or if the number of days initially donated is less than forty (40), the principal/site administrator shall renew the appeal for additional days immediately prior to the depletion of the original donation.

1 **Grievance Proceedings**

- 2
- 3 1. This provision shall supersede any obligation of the District under Education Code
- 4 Section 44043.5.
- 5
- 6 2. If any part of this provision is held to be unlawful, the entire provision shall be null
- 7 and void. TALB and the District shall meet as soon as possible to review and revise
- 8 the provisions.
- 9
- 10 3. The provisions of this Section and the final decisions regarding approval or
- 11 disapproval shall be subject to the Grievance Procedure under Article XV of the
- 12 Agreement.
- 13

14 **Evaluation of the Program**

15

16 This program will be reviewed and re-evaluated by the Office of Employee Relations and Ethics and

17 the Teachers Association of Long Beach (TALB

18

19

20

21

22

23

24

25

26

27

28

29

30

31

32

33

34

35

36

37

38

39

40

41

42

43

44

45

46

APPENDIX G

District Technology Guidelines and Procedures for Represented Certificated Staff

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

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

- Sending, displaying, or accessing pornographic, abusive, obscene, or other objectionable language, graphics, or other media
- Unauthorized disclosure, use, and dissemination of personal information about students or employees
- “Hacking” or otherwise engaging in unlawful computer or technology-oriented activities
- Using obscene language
- Harassing, insulting, or attacking others
- Intentionally damaging computers, computer systems, data, files, information or computer networks
- Violating copyright laws
- Using or distributing another’s password
- Trespassing in another’s digital folders, or files
- Intentionally wasting limited resources
- Employing the network for outside business or commercial purposes
- Sending or requesting of unethical, illegal, immoral, inappropriate, or unacceptable information of any type
- Engaging in activities that cause disruption to District technology systems
- Attempting to bypass District technology security measures
- Reposting or forwarding without the permission of the sender a message sent to you privately which is of a confidential nature or one clearly designed to be read by a limited number of selected recipients
- Posting chain letters or engaging in “spamming” – i.e., sending an annoying or otherwise unnecessary message to a large number of people

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

9
10 Members of the certificated teachers bargaining unit may engage in teacher association
11 business on the District computer networks. Such teacher association business shall be
12 conducted during non-duty hours which are defined in Article IV, Section C of this Agreement.
13 Association use of District e-mails shall be limited to the following: authorized Association
14 representatives may use District e-mails to provide notice of meetings, agendas for meetings,
15 minutes of meetings, confirmation of a meeting with a District representative, or a limited
16 distribution communique` between an authorized Chapter officer and a District representative;
17 the Association will not use e-mail to denigrate the District or its personnel and will observe
18 the prohibitions of Education Code, Section 7054.

19
20 The Long Beach Unified School District respects the privacy of all certificated teacher users.
21 System administrators and their staff may not log on to a user's account or view a user's files
22 without explicit permission from the user. Exceptions arise when the user's account is
23 suspected either of disrupting or endangering the security or integrity of any District
24 technology system or service or of violations of applicable school district policies, federal or
25 state law. Even then, the system administrator must normally obtain prior approval of the
26 Executive Director of Information Services or the Deputy Superintendent of Education
27 Services unless grave danger to the continued operation of the District's technology systems
28 requires emergency action.

29
30 This does not preclude Technology and Information Services staff from maintaining and
31 monitoring system logs of user activity which access District technology systems. Moreover,
32 automated searches for activities that endanger system security or integrity are preformed
33 regularly to protect all users. Technology and Information Services administrators may take
34 appropriate action in response to detection of such activity (typically removal of infected files
35 and possibly suspension of the user's accounts until the matter can be resolved).

36
37 Use of District technology systems may be revoked at any time for inappropriate use. The
38 Technology and Information Services Branch, in collaboration with school administration, will
39 be the sole determiners of what constitutes inappropriate behavior according to local, state, and
40 federal law. The violation of any item contained in this policy may result in the loss of access
41 and/or to District technology systems other disciplinary action, as well as possible punitive
42 action as provided for by local, state, and federal law.

43
44 The security of any information system is a high priority, especially any system that has many
45 users and/or Internet access. Represented certificated staff members shall not let others use
46 his or her account or password as he or she has a reasonable responsibility for all actions related

1 to his or her account. Certificated staff must notify school administrators immediately if their
2 password is lost or stolen or if they think someone has access to their account. Represented
3 certificated employees are to use only the network directories and resources that have been
4 assigned for their use. Unauthorized access to any other level of the system, or other system
5 resources, is strictly prohibited. Users will make no attempt to bypass the District anti-virus
6 software, firewall, filtering and safeguards. When finished with a computer represented
7 certificated employees are expected to logout where appropriate.
8

9 Represented certificated employees are not allowed to install software or applications onto
10 computers, the computer network, or any District technology systems without a valid purchase
11 order or other proof of District or personal ownership. Legal software and/or data stored on
12 District technology devices are subject to removal with prior notification and consent of the
13 represented certificated staff member. Long Beach Unified School District shall take
14 reasonable precautions to ensure the security, integrity, or longevity of data and/or programs
15 stored on District technology systems.
16

17 Represented certificated staff acknowledge that they share responsibility for any and all use of
18 the District's technology systems and that misuse could lead to liability and/or consequences
19 that extend beyond the District's authority. The Long Beach Unified School District and its
20 represented certificated staff members shall be held harmless from any use or misuse of District
21 technology systems by students. Long Beach Unified School District makes no warranty of
22 any kind, whether expressed or implied, for the service that it is providing. Long Beach
23 Unified School District will not be responsible for any damage users may suffer including, but
24 not limited to, loss of data or interruptions of service as a consequence of equipment failure,
25 either on or off District property. Long Beach Unified School District and its represented
26 certificated employees are not responsible for the accuracy or quality of the information
27 obtained through or stored on the system.
28
29
30

31 Ratified 01.05.2016
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

APPENDIX H

Shared Decision Making

- 1
2
3
4
5 A. Unit members may apply for available grade level, teacher council representative,
6 department head, or Pathway lead teacher positions at their school site. Openings
7 and the requirements of the positions will be posted by the site administrator on the
8 designated staff bulletin board and emailed to all school faculty. To qualify for
9 consideration, applicants must have received at least an effective rating in their most
10 recent evaluation and meet the job description requirements.

11
12 The site administrator will identify the three top qualified candidates for each posted
13 position based on the posting requirements. Thereafter, an election will be conducted
14 at the site by unit members to determine which candidate will be selected. Selection
15 will be based on a majority vote by affected bargaining unit members for a two-year
16 term. In the case of co-pathway leads or co-department chairs, the two co-candidates
17 must run together as a team and represent one candidate position on the ballot. The
18 stipend shall be split for co-department chairs and co-pathway leads.

19
20 In the event that a teacher serving in one of these leadership positions is not meeting
21 the leadership job requirements, administration will meet with the leader in a timely
22 manner to address areas of growth. Areas of growth must be identified in objectives
23 terms such as missing required meetings, failure to hold department/pathway/grade
24 level meetings, or failure to respond to administrator or teacher email. A plan will be
25 developed to ensure improvement. A follow-up meeting shall occur to evaluate
26 growth. If improvement has still not occurred, the leader will be notified that he/she
27 is ineligible to run for a leadership position in the coming school year.

- 28
29 B. A joint Shared Decision Making Committee (SDMC) will meet twice a year in the
30 Fall and Spring semesters to collect evidence of current practices of site decision
31 making and leadership teams from all school sites, and other external practices, to
32 develop and review recommendations for the modification of best practices. The
33 advisement will be flexible enough to comport with current models that are working
34 successfully. The Committee will be comprised of five (5) TALB-appointed
35 members and five (5) District-appointed members. The recommendation of the
36 Committee will be implemented no earlier than the subsequent school year.
- 37
38
39
40
41
42
43
44
45
46

AGREED AND RATIFIED

For the Teachers Association of Long Beach Negotiation Team:

Signatures on File

For TALB:

Michael Day
TALB, Lead Negotiator

Gerry Morrison
TALB, President

For the District:

Steven Rockenbach
Director, Employee Relations and Ethics

Negotiation Team:

DISTRICT

TALB

Kelly An
Marke Breese
Vernonica Coleman
Sarah Forrester
Maria Harris
Dawn Lomeli
Mathhew Monahgan
Caroline Nemec
Wendy Pffenburger
Steven Rockenbach
Jeffery Riel
Claudia Sosa Valderrama
Yumi Takahashi

Sandra Bobadilla
Terence Booth
Renee Brown
Barbara Cunningham
Chris Callopy
Sandra Conrad
Glenda Culbertson
Michael Day
Milton Duena
Christine Gibson
Christine Godfrey
Alejandro Gonzalez
Amelia Johnson
Rosa Palacios

INDEX

R (continued)

Retiree Benefits	VI-7
Rights of the District	III-1
Roving Teachers - Year Round	V-11

S

Sabbatical Leave	VII-11
Safety Conditions of Employment	IX-1
Salaries	VI-1, B-1
Salary Adjustments	B-2
Salary Advance	VI-1
Salary Benefits	VI-1, B-1
Salary Credits for Advanced Work	B-5
Salary Increments	B-9
Salary Placement	B-4
Salary Schedules	VI-1
Salary Schedule Advanced Work	B-5
Salary Schedule Placement	B-4
Salary Terms	B-1
Saving Clause	XVI-1
School Calendars	A-1
School Mailboxes	IV-2
School Telephones	IV-2, IX-3
Shared Decision Making	H-1
Sick Leave	VII-4
Sick Leave Donation Program	F-1
Speech and Language Pathologist / Specialist	X-3
Special Education Class Size	X-2
Special Education Leadership Positions	E-2
Special Education Medi-Cal Reimbursement	X-3
Special Education Meetings	V-2
Split Assignments	V-9
Staffing Ratios	X-1, X-3
Statutory Rights	III-1
Statutory Sick Leave	VII-7
Storage Provided for Roving Teachers	V-12
Structured Leadership Roles	E-1
Student Data Reporting	C-1
Student Information Release	IX-3
Student Work Stations	X-2
Summer School/Intersession	V-11

T

Teach in Another School District	VII-3
Teacher Consent to Exceed Maximums	X-2
Teacher Defined	II-1
Teaching in a Foreign Country Leave	VII-2
Telephones in Classrooms	IV-2, IX-3
Temperature of Classroom	V-12
Temporary Contract Employees	1, VI-8, VII-3
Term of Agreement	XVIII-1
Tentative Agreement with Ratification	TA-1
Threat of Physical Harm	IX-1
Track Assignments	V-12
Transfer and Assignment Committee	IV-7
Transfer of Employees	VIII-1
Transfer Requests	/III-1, VIII-2
Travel in Foreign Country Leave	VII-2
Traveling Teachers - Secondary	V-11
Tuberculosis Examination	VI-8

U

Use of District Equipment/Facilities	IV-1
Use of School Mailboxes	IV-2
Use of School Telephone	IV-2, IX-3
Utilization of Technology	C-1

V

Vandalism	IX-2, IX-4
Vehicle Damage	IX-4
Vision Care	VI-6

W

Walgreens Prescription Plan	VI-5
Work Experience Leave	VII-3
Work Stoppage	XIV-1
Work Year - Traditional Schedule	V-9
Work Year - Counselor	V-9
Work Year - Facilitators	V-9
Workday - Elementary	V-1
Work Year - Psychologist	V-9
Workday - Secondary	V-1
Workday - Others	V-2

Y

Z