

Contract Modifications Effective

January 25, 2008

New Agreed Upon Language
(Re-0)

ARTICLE IX

Safety Conditions of Employment

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

ARTICLE IX – SAFETY CONDITIONS OF EMPLOYMENT (continued)

- 1 same degree of physical control over a pupil that a parent would be legally
2 privileged to exercise but which in no event shall exceed the amount of
3 physical control reasonably necessary to maintain order, protect property,
4 protect the health and safety of pupils and employees, or to maintain proper
5 and appropriate conditions conducive to learning.
6
- 7 2. As provided in Education Code, Section 35208 (2), the District shall insure
8 against the personal liability of the members of the Board and of the officers
9 and employees of the District for damage for death, injury to a person, or
10 damage or loss of property caused by negligent act or omission of the
11 member, officer, or employee when acting within the scope of his office of
12 employment.
13
- 14 3. Any employee who has suffered physical or psychological harm due to threat
15 of or actual assault, when acting within the scope of employment, should
16 contact the Risk Management Branch for details of District-provided
17 assistance; i.e., workers' compensation benefits, EASE, liability insurance, or
18 other applicable benefits.
19
- 20 An employee who files a written report of injury or assault may either send a
21 copy of the report to TALB or, upon request, the District will forward a copy
22 to TALB.
23
- 24 H. The District agrees to meet the requirements of Education Code, Section 35208
25 relative to liability insurance and to communicate to employees on the subject within
26 the first four (4) weeks of each work year.
27
- 28 I. The District shall compensate a bargaining unit employee for loss or damage to
29 personal clothing or personal property as defined in Labor Code, section 3208,
30 arising from an accident while acting within the scope of his/her employment.
31 Claims for compensation must be submitted to the Chief Business and Financial
32 Officer on the appropriate form for approval.
33
- 34 1. The District shall provide for the reimbursement to employees for the loss or
35 destruction, or damage by arson, burglary or vandalism of personal property
36 used in the schools of the District, as follows:
37
- 38 a. Reimbursement shall be made only when approval for the use of the
39 personal property in the schools was given before the property was
40 brought to school and when the value of the property was agreed upon
41 by the employee bringing the property and the school administrator or
42 person appointed by the administrator for this purpose at the time the
43 approval for its use was given.
44
- 45 b. When granted, such approval and agreed-upon value shall be in
46 writing.

ARTICLE IX – SAFETY CONDITIONS OF EMPLOYMENT (continued)

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- c. Reimbursement for non-insured value shall be limited to a maximum of \$200 per employee per year.
- d. It is the employee’s responsibility to provide reasonable precautions and security for the approved item(s).

2. The District shall provide for the reimbursement of any employee’s watch and other jewelry that was damaged or destroyed as a result of an assault or intervention in a fight while acting within the scope of employment. Reimbursement will be limited to a maximum of \$200.

J. Written District guidance and discipline codes and due process provisions normally will be distributed to and/or reviewed with employees at the first staff meeting of the school year but no later than the end of the fourth week of the school year. Employees shall be responsible for being familiar with these provisions, including the appropriate application of due process for students.

K. When the site administrator has been officially notified that the court has authorized the release of information and such release of information does not violate the legal rights of the individual student, the teacher shall be informed of any student placed in his/her class who has been convicted of a violent crime. The teacher is responsible for maintaining such information in strict confidence.

Pursuant to Education Code Section 49079, the District shall notify the teacher of each pupil who, within the preceding three years, has engaged in acts which violated any of the subdivisions of Education Code section 48900, except for subdivision (h), 48900.2, 48900.3, 48900.4 or 48900.7, or that the pupil is reasonably suspected to have engaged in such acts; provided the District has written records of such conduct which it either maintains in the ordinary course of business or which it has received from law enforcement. Any information received by the teacher under this section shall be maintained in confidence, used only for the limited purpose for which it was provided and shall not be further disseminated by the receiving teacher.

L. The District agrees to make available to employees information on the specific statutory provisions referred to in this Article.

M. Affected teachers shall be notified of extensive non-routine maintenance projects to be conducted at the school site. It is the intent of the parties that these projects will be scheduled to be as non-intrusive on the instructional program as is practical.

Operations schedules tree trimming, grass cutting and using blowers; copies of such schedule shall be posted in locations accessible to Bargaining Unit Members. [Note: Such schedules may be impacted by holidays, weather, equipment and emergencies.]

ARTICLE IX – SAFETY CONDITIONS OF EMPLOYMENT (continued)

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

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

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

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

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

24 1. The employee secures a police report regarding the vehicular vandalism
25 within twenty-four (24) hours of the incident.
26

27 2. The damaged vehicle was parked at an appropriate location in a legal manner
28 on or near school district property while the employee was required to be
29 engaged in District business.
30

31 3. The employee provides the Risk Management Branch with evidence of the
32 amount of insurance deductible payment actually made by the employee to
33 his/her insurance company.
34

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

Evaluation Procedure

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

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

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

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

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

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

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

ARTICLE XII - EVALUATION PROCEDURE (continued)

1 Such objectives and standards shall be in writing and made available to the evaluatee
2 prior to any period in which he/she is evaluated.
3

- 4 E. **SETTING OF OBJECTIVES.** By the end of the sixth school week each evaluatee
5 shall be responsible for proposing in writing to the evaluator specific objectives and
6 standards to be achieved within areas of performance. The evaluator may propose
7 and/or require additional objectives and standards for each evaluatee in accordance
8 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
12 all objectives and performance standards shall be finalized, reduced to writing, and
13 signed by the evaluator and evaluatee.
14

- 15 F. **CONSTRAINTS.** When the total length of teaching experience, the length of duty
16 at one site, the length of time in the assignment, or other factor is considered to be a
17 constraint by the evaluator or the evaluatee, it may be so noted on the appropriate
18 form. Employees, who due to the room utilization patterns on a year-round school
19 schedule are limited in their ability to prepare the classroom prior to the arrival of
20 students, are deemed to be working within constraints related to room environment
21 and classroom management for a brief period of time at the beginning of each on-
22 track assignment.
23

- 24 G. **OBSERVATIONS.** Observations shall be both formal and informal. The number
25 of formal observations shall routinely be three (3). With agreement of both evaluatee
26 and evaluator the number may be reduced to two (2) or one (1) in cases of obviously
27 satisfactory performance by **permanent** employees. Additional observations shall be
28 conducted when deemed necessary by either the evaluatee or evaluator.
29

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

ARTICLE XII - EVALUATION PROCEDURE (continued)

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

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

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

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

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

ARTICLE XII - EVALUATION PROCEDURE (continued)

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

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

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

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

¹ As of December 13, 2007 the rate is twenty-five cents (\$0.25) per page.

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APPENDIX B

Salaries

Salary:

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

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

Compensation for Bilingual and Special Education Additional Assignments.

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

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

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

Department Head – Additional Amount

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

PROVISIONS FOR ADMINISTRATION OF SALARY SCHEDULES

A. REQUIREMENTS RELATIVE TO INITIAL PLACEMENT ON SALARY SCHEDULES:

1. Teaching Experience:

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

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

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

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

APPENDIX B – SALARIES (continued)

1 assignment in the District shall be granted credit toward attainment
2 of career increments only for those years of service served
3 previously in the employ of the District.
4

5 2. **Experience Other Than Teaching:**
6

- 7 a. In evaluating an applicant's experience other than teaching, the
8 District may allow a maximum of four (4) steps on the salary
9 schedule when this experience will contribute directly to the
10 effectiveness of the major assignment for which the applicant is
11 being considered. Two (2) years of experience under this provision
12 are evaluated as equal to one (1) step on the salary schedule. This
13 experience cannot be concurrent with credit for teaching experience,
14 but part-time work experience might be combined with part-time
15 teaching. Verification of not less than eleven (11) months of
16 consecutive work of not less than twenty (20) hours per week may
17 be computed as the equivalent of one (1) year toward the two-for-
18 one requirement for work experience credit. In computing work
19 experience on more than one (1) job, any interruption of service
20 beyond one (1) month shall break the consecutive requirement,
21 unless the prospective employee returns to the same position, with
22 the same employer, within six (6) months without having been
23 gainfully employed by another employer during that time. Partial
24 years of credit are not additive.
25
- 26 b. Nurses, school librarians, and speech/language teachers are given
27 one (1) year of credit for one (1) year of full-time work experience
28 in a non-school setting as a nurse or as a librarian, or as a
29 licensed/certified speech/language pathologist up to a maximum of
30 four (4) years per Section 2.a. above.
31
- 32 c. In addition to the current rules for salary schedule placement
33 purposes, for purposes of initial placement on the salary schedule,
34 qualified speech/language/pathologists/specialists hired on or after
35 July 1, 2006 to work in speech and language positions shall be
36 allowed one step on the salary schedule for each year of verified
37 work experience as a speech/language/pathologist/specialist in a
38 non-school setting.
39
- 40 d. **Military Service.** Military Service is credited as prior teaching
41 experience only if the applicant actually taught while in the service
42 in the field for which he/she is to be employed.
43
- 44 e. Adjustment for previous experience official verification of service
45 described in A.2.b. and A.2.c. of the Appendix must be provided
46 within the first three years of employment with the District. If an

APPENDIX B – SALARIES (continued)

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

7
8 If an employee is hired after September 1 of the first year of
9 employment, verification must be received in Human Resource
10 Services within sixty (60) days of initial date of employment and
11 salary placement adjustment is retroactive to the initial date of
12 employment.

13
14 3. **Tentative Salary Placement.** Applicants who are considered favorably are
15 asked to sign a statement relative to tentative salary placement that is
16 mutually agreeable at the time of employment. Signing the “Tentative
17 Salary Placement” form indicates that the tentative salary stated thereon is
18 mutually agreeable.

19
20 Additional official, verified salary information presented by November 1 or
21 sixty (60) calendar days after the initial date of employment which might
22 indicate a need for change will be considered. If a salary change is
23 warranted, the adjustment will be retroactive to the first day of paid service
24 in the school year in which the official, verified information is received.

25
26 4. **Salary Schedule Placement:**

27
28 a. Certificated employees who are given a contract are placed initially
29 on the salary schedule in accordance with training completed at an
30 accredited college or university before the first day of their contract
31 year. If verification is received after the first day of their contract
32 year, salary placement adjustment will be effective the following
33 pay period.

34
35 b. A teacher employed by the Long Beach Unified School District is
36 placed on a step of the salary schedule in accordance with his/her
37 experience. A teacher is advanced year by year, until reaching the
38 maximum step on the schedule, provided he/she is under contract a
39 sufficient number of days each year and qualifies for advancement.

40
41 c. **Beginning Teacher Salary Incentive Program.**

42
43 Since 1999 the District has participated in the Beginning Teacher
44 Salary Incentive Program. District participation is contingent on the
45 continuation of special State funding to support this program. As a
46 result of continuing District participation, K-12 teachers holding a

APPENDIX B – SALARIES (continued)

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

5 Schedule A3

6 Column 211, Steps A, B, C, D

7 Column 212, Steps A, B, C

8 Column 213, Steps A, B

9 Column 214, Step A

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11 Schedule A4

12 Column 711, Steps A, B, C, D

13 Column 712, Steps A, B, C

14 Column 713, Steps A, B

15 Column 714, Step A

16
17 Schedule B3

18 Column 221, Steps A, B, C, D

19 Column 222, Steps A, B, C

20 Column 223, Steps A, B

21 Column 224, Step A

22
23 Schedule B4

24 Column 721, Steps A, B, C, D

25 Column 722, Steps A, B, C

26 Column 723, Steps A, B

27 Column 724, Step A

28
29
30 **B. CREDIT ON THE SALARY SCHEDULE FOR ADVANCED WORK:**

- 31
- 32 1. All college or university credit shall be from an accredited institution.
 - 33
 - 34 2. Placement on Column 012 or 022 is dependent on verification of twenty-
35 eight (28) semester hours of upper division or graduate work beyond the
36 Bachelor's Degree. Extra units earned prior to receiving the Bachelor's
37 Degree shall not be accepted for placement on the scale of one (1) year
38 above the Bachelor's Degree unless the extra units are of graduate standing,
39 were not counted for the Bachelor's Degree, and are so indicated on the
40 transcript.
 - 41
 - 42 3. Placement on Column 013 or 023 is dependent on (a) verification of fifty-
43 six (56) semester hours of upper division or graduate work beyond the
44 Bachelor's Degree or (b) verification of a Master's Degree.
 - 45

APPENDIX B – SALARIES (continued)

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

APPENDIX B – SALARIES (continued)

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- (5) Assignment in a qualified Vocational Educational Program for not less than forty (40) percent time is required for those qualifying under (3) and (4).
 - c. Equivalent to a Master's Degree:
 - (1) Bachelor's Degree plus a year of an approved Library School Program which entails not less than twenty-eight (28) units of graduate work for librarians;
 - (2) Bachelor's Degree plus twenty-eight (28) units including a P.H.N. held by nurses;
 - (3) Five (5) year (twenty-eight [28] units required) or Life Vocational Arts Class A Credential;
 - (4) Standard Designated Subjects Credential with specialization in Vocational Trade and Technical Teaching, full time clear;
 - (5) Ryan Designated Subject – Vocational Trade and Technical, clear;
 - (6) Assignment in a qualified Vocational Education Program for not less than forty (40) percent time is required for (3), (4), and (5).
 - d. Equivalent to one (1) year above a Master's Degree:
 - (1) Bachelor's Degree plus fifty-six (56) semester hours including a year of an approved Library School Program which entails not less than twenty-eight (28) units of graduate work for librarians;
 - (2) Bachelor's Degree plus fifty-six (56) semester units including P.H.N. for nurses;
 - (3) Five (5) year (twenty-eight [28] units required) or Life Vocational Arts Class A Credential plus a Bachelor's Degree;
 - (4) Five (5) year (twenty-eight [28] units required) or Life Vocational Arts Class B Credential;
 - (5) Standard Designated Subjects Credential with specialization in Vocational Trade and Technical Teaching, full time Life;
 - (6) Ryan designated Subjects – Vocational Trade and Technical, Life;
 - (7) Assignment in a qualified Vocational Education Program for not less than forty (40) percent time is required for those qualifying under (3), (4), (5), and (6).
 - e. No equivalent shall be granted for two (2) years above a Master's Degree except for a J.D. (juris doctorate) earned from an institution accredited by the American Bar, that is applicable to the present assignment of the employee as determined by Human Resource Services.

APPENDIX B – SALARIES (continued)

- 1 f. Equivalent to a Ph.D. or Ed.D. Degree:
2 Other earned doctoral degrees may be considered when applicable to
3 the present assignment of the employee as determined by HRS.
4
- 5 8. It is the responsibility of the employee to submit official transcripts to
6 Human Resource Services by November 1 in order to advance on the salary
7 schedule and receive salary schedule placement retroactive to the beginning
8 of that fiscal year. If verification is received after November 1, salary
9 schedule placement adjustment will be effective the following pay period.
10 The date shown on the transcript indicating conferral of a degree or
11 completion of coursework will be considered the official date of
12 conferral/completion.
13
- 14 9. An employee who is on a leave of absence may take a full academic course
15 load of advanced work at an accredited college or university. These courses
16 shall be acceptable for salary credit at the time the employee returns from
17 leave.
18
- 19 10. Travel in the United States or in foreign lands is not credited for
20 advancement unless credit for the travel has been granted by a college or
21 university recognized by the California State Department of Education.
22
- 23 11. After the Bachelor's Degree, courses for upgrading on the salary schedule
24 must be of upper division or graduate standing. After election to the
25 District and after the Bachelor's Degree, exceptions may be made for prior-
26 approved lower division transfer credit courses and post-baccalaureate
27 professional courses provided they are related to the present assignment of
28 the employee. The granting of salary credit to any employee for such
29 courses will be limited to a maximum of nine (9) semester hours during the
30 entire time of the employee's service with the District. Request for
31 exceptions must be received by Human Resource Services prior to the first
32 day of attendance in the course and be approved by the Assistant
33 Superintendent, Human Resource Services, following review by the
34 Educational Mission: Innovation Advancement Committee (EM:IAC)
35
- 36 Denials of salary credit under the provisions of this Section may be
37 appealed by the individual employee to Human Resource Services. Appeals
38 shall be reviewed by the Educational Mission: Innovation Advancement
39 Committee (EM:IAC) who shall recommend appropriate action to the
40 Assistant Superintendent, Human Resource Services.
41
- 42 12. Exceptions to the requirement that all course work units must be taken at an
43 accredited college or university may be made by action of the Educational
44 Mission: Innovation Advancement Committee (EM:IAC) with the approval
45 of the Assistant Superintendent, Human Resource Services. This committee
46 is empowered to grant credit on the salary schedule for successful

APPENDIX B – SALARIES (continued)

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

10 **C. SALARY INCREMENTS:**
11

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

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

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

APPENDIX B – SALARIES (continued)

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

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

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

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

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

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

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

APPENDIX B – SALARIES (continued)

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

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

8 1. Compensation for extracurricular assignments is based on the level of
9 responsibility involved and the time commitment the employee must make
10 to assure the successful participation of students. Compensation is provided
11 in the form of a stipend paid on a quarterly basis during and occasionally
12 subsequent to the conclusion of the activity for which the employee is
13 providing instruction, direction, and/or coaching. Specific stipend amounts
14 are provided in Salary Schedule S which is distributed under separate cover.
15

16 2. In those sports where the team or individual team members advance to
17 championship post-season CIF competition, all employees providing
18 instruction, direction, and/or coaching shall be paid at a daily rate set up to
19 and including the last day of student participation. In certain sports, post-
20 season competition may require the continued participation of students
21 under the direction/supervision of the band director and/or the drill team
22 and pepster advisors. Daily rates for employees providing instruction,
23 direction, and/or coaching during periods of CIF post-season competition
24 are also provided in Schedule S.
25

26 3. The newspaper sponsor shall be paid .10 of the annual stipend listed in
27 Schedule S per issue not to exceed the total amount of that annual stipend.
28

29 4. When a certificated employee accepts an additional compensation
30 assignment, it is not intended that the assignment should be a bar to
31 accepting from the school district additional hourly employment. Earnings
32 from the employment in excess of his/her contract must not be greater than
33 he/she would have received at the maximum hourly rate for the year at the
34 maximum number of hours permitted (six [6] hours per week); further, the
35 additional employment must not interfere with regular contract duties and
36 must bear the approval of the principal. (School district work on Saturdays
37 and on vacation days is excluded.)
38

39 5. Payment of compensation is to be made on a quarterly basis during or
40 subsequent to the period in which the activity is in progress.
41

42 6. In cases of absences for a few days only, the work for which additional
43 compensation is being paid will await the return of the regular teacher,
44 except for the middle school playground program. In cases of lengthy
45 absences, where it becomes necessary for a replacement service employee
46 to carry on those duties for which additional compensation is allowed, the

APPENDIX B – SALARIES (continued)

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

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

$$\begin{array}{l} \text{Number of days worked as a replacement service employee} \\ \text{divided by} \\ \text{Number of additional assignment days for which regular employee is compensated} \\ \text{multiplied by} \\ \text{Total compensation for the specific additional assignment} \\ \text{equals} \\ \text{Pay for this assignment to replacement service employee} \end{array}$$

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.