



LONG BEACH UNIFIED SCHOOL DISTRICT

TEACHERS ASSOCIATION
of LONG BEACH

**PROVISIONS OF AGREEMENT
K-12**

Effective through
June 30, 2018



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

K-12

TEACHERS CONTRACT

Effective Through

June 30, 2018

As Negotiated By

LONG BEACH UNIFIED SCHOOL DISTRICT

and

TEACHERS ASSOCIATION OF LONG BEACH

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ARTICLE I

Agreement

- 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.

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ARTICLE II

Recognition of Exclusive Representative

- A. **ASSOCIATION RECOGNIZED.** The District recognizes the Association as the sole and exclusive bargaining agent for the certificated employees as certified by the Educational Employment Relations Board (EERB) (LA-R-47, LA-R-113) on December 19, 1977, and occupying classes listed below.
- B. **CERTIFICATED K-12 EMPLOYEES UNIT SHALL INCLUDE:** All regular certificated employees under contract including classroom, JROTC, WBL, specialist teachers, Special Day Class Preschool teachers, Transitional Kindergarten teachers, and program facilitators, nurses, librarians, and retired teachers who continue to receive State Teachers Retirement System benefits and who return to classroom service under selected Education Code provisions.
- C. **CERTIFICATED K-12 EMPLOYEES UNIT SHALL EXCLUDE:** All school counselors, guidance counselors, psychological services specialists, Child Development Center teachers, Head Start teachers, substitute teachers, part-time hourly teachers, and management, supervisory, and confidential employees.
- D. **TEACHER DEFINED.** "Teacher" refers to any certificated employee who is included in the appropriate unit as defined in Section A. above and therefore covered by the terms and provisions of this Agreement.
- E. **BOARD OF EDUCATION RECOGNIZED.** The Association, in turn, recognizes the Board of Education of the Long Beach Unified School District as the duly elected representatives of the people and agrees to negotiate exclusively with the District's representatives through the provisions of the Educational Employment Relations Act.
- F. **TEMPORARY CONTRACT EMPLOYEES.** It is the intent of the District that temporary contract employees with satisfactory performance evaluations be offered regular contracts as soon as possible. Factors contributing to the District's decision to offer a regular contract to a temporary contract employee shall include but not be limited to: projected enrollment growth or decline; projected numbers of leaves of absence; credential status; completion of bilingual certification obligation; completion of Language Development Specialist (LDS) or Cross-Cultural Language and Academic Development (CLAD) certification obligation (if employed July 1992 or after); complete employment file; permanent residency status; first-aid requirements; recommendation of immediate supervisor.

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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.

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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.

ARTICLE IV - ASSOCIATION RIGHTS (continued)

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4. **Use of School Telephones:**

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

B. **ASSOCIATION COMMUNICATIONS:**

- 1. **Bulletin Boards.** The District authorizes the Association to use without charge a minimum of one-fourth (1/4) of the total area of at least one site bulletin board designated for employee association information. The location of such bulletin board(s), designation of space, and resolution of disputes about use of space shall be determined by the site manager. The Association agrees monthly to remove out-of-date materials.
- 2. **Restrictions.** Any literature distributed or posted by the Association must meet professional and ethical standards, be dated, identify the person(s) and/or organization responsible for its promulgation, and conform to election/campaign laws then in effect.
- 3. **Faculty/Staff Mailboxes.** The District authorizes the Association to use faculty/staff mailboxes. Distribution of communications shall be by employees on non-duty time or by non-site representatives of the Association.

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

ARTICLE IV - ASSOCIATION RIGHTS (continued)

1 D. **RELEASED TIME FOR NEGOTIATIONS:**
2

- 3 1. The Association will exclusively receive released time from duties for its
4 representatives to meet and negotiate with District representatives.
5
6 2. Association members shall receive released time for negotiation sessions.
7 Any number in excess of five (5) shall be mutually agreed to by the District
8 and the Association.
9
10 3. The Association shall submit in writing to Employee Relations Services the
11 names of the employees who are authorized to represent the Association in
12 negotiations.
13
14 4. Released time shall be arranged with the site manager twenty-four (24) hours
15 prior to release from duties.
16

17 E. **ORGANIZATIONAL SECURITY:**
18

- 19 1. **Membership Dues Deduction.** Any unit member who is a member of the
20 Teachers Association of Long Beach, CTA-NEA, or who has applied for
21 membership, may pay a lump sum cash payment to the Association or sign
22 and deliver to the District an assignment authorizing deduction of unified
23 membership dues, initiation fees and general assessments in the Association.
24 Pursuant to such authorization, the District shall deduct one-tenth (1/10) of
25 such dues from the regular salary warrant of the unit member each
26 quadriweekly period for ten (10) quadriweekly periods. Unit members who
27 sign such authorization after the commencement of the school year shall have
28 deducted one-tenth (1/10) the total amount of unified dues for each of the
29 remaining ten (10) quadriweeks.
30
31 2. **Agency Fee Provisions.** Any unit member who is not a member of the
32 Teachers Association of Long Beach, CTA-NEA shall, within thirty (30)
33 days from the date of commencement of assigned duties within the
34 bargaining unit, either become a member of the Association or pay to the
35 Association a fee in an amount equal to standard initiation fees, unified
36 membership dues and general assessments. Such fee is payable to the
37 Association in one lump sum cash payment or the unit member may
38 authorize payroll deduction for such fee in the same manner as provided in
39 paragraph 1. of this Section. In the event that a unit member shall not pay
40 such fee directly to the Association, or authorize payment through payroll
41 deduction, the Association shall so inform the District, and the District shall
42 immediately begin automatic payroll deduction as provided in Education
43 Code, Section 45061 and in the same manner as set forth in Section E.1. of
44 this Article. There shall be no charge to the Association for such mandatory
45 agency fee deductions.
46

ARTICLE IV - ASSOCIATION RIGHTS (continued)

1 Each non-member who is required to pay an agency fee shall annually
2 receive written notification from the Association of the amount of the
3 deduction and procedures which he/she must follow to receive a rebate for
4 non-representation activities during the year and the procedure for appealing
5 all or any part of the agency fee.
6

7 3. **Remittance of Dues and Agency Fees.** With respect to all sums deducted
8 by the District, whether for membership dues or agency fee, the District
9 agrees promptly within fifteen (15) days to remit such monies to the
10 Association accompanied by the alphabetical list of unit members for whom
11 deductions have been made, categorizing them as to membership or non-
12 membership in the Association, and indicating any changes in personnel from
13 the list previously furnished.
14

15 4. **Religious Objections.** Any unit member who is a member of a religious
16 body whose traditional tenets or teachings include objections to joining or
17 financially supporting employee organizations shall not be required to join or
18 financially support the Teachers Association of Long Beach, CTA-NEA, as a
19 condition of employment. Such unit member shall pay, in lieu of a service
20 fee, a sum equal to such agency fee to one of the following non-religious,
21 non-labor organizations, charitable funds exempt from taxation under Section
22 501 (c) (3) of Title 26 of the Internal Revenue Code:
23

24 Children's Clinic of Miller Children's Hospital
25 at Memorial Medical Center
26 Family Service of Long Beach
27 PTA Student Assistance Fund
28 TALB Scholarship Foundation
29 Tichenor Orthopedic Clinic for Children
30 Foundation to Assist California Teachers
31 Long Beach Education Foundation
32

33 Such payment shall be made on or before November 1 of each school year.
34

35 Proof of payment and a written statement of objection along with verifiable
36 evidence of membership in a religious body whose traditional tenets or
37 teachings object to joining or financially supporting employee organizations,
38 pursuant to this Section, shall be made on an annual basis to the Association
39 and District as a condition of continued exemption from the provisions of
40 Sections 1. and 3. above. Proof of payment shall be in the form of receipts
41 and/or canceled checks indicating the amount paid, date of payment, and to
42 whom payment in lieu of the agency fee has been made. No in-kind services
43 or benefits may be received by the unit member in exchange for this
44 contribution. Such proof shall be presented on or before November 1 of each
45 school year. Any unit member making payments as set forth in this Section
46 who requests that the grievance or arbitration provisions of this Agreement be

ARTICLE IV - ASSOCIATION RIGHTS (continued)

1 used in his or her behalf, shall be responsible for payment to the Association
2 the reasonable cost of using said grievance or arbitration procedures.
3

4 5. **Maintenance of Membership.** Any unit member who, following
5 notification by TALB of this provision, is a member of the Association on or
6 after thirty (30) calendar days following ratification of this Agreement, shall
7 maintain such membership through the date of expiration of this Agreement.
8 The District will continue to deduct Association membership dues as
9 specified by TALB throughout this period.
10

11 6. **Provision of Information.** The Association agrees to furnish any
12 information needed by the District to fulfill the provisions of this Article.
13

14 7. **Indemnification.** The Association shall indemnify, defend and hold
15 harmless the District against any administrative action before the Public
16 Employment Relations Board and/or any court action challenging the legality
17 or constitutionality of Article IV, Section E. of this Agreement or its
18 implementation.
19

20 The Association shall have the exclusive right to decide and determine
21 whether any such action or proceedings referred in the above paragraph shall
22 or shall not be compromised, resisted, defended, tried, or appealed.
23

24 F. **INFORMATION.** The District agrees to provide to the Association twice during
25 the school year an alpha list of employees in the bargaining unit by name, payroll
26 location, and classification. The first list shall be provided by the end of the second
27 week in the fifth quadriweekly pay period. The second list shall be provided by the
28 end of the second week in the ninth quadriweekly pay period. In addition, no more
29 than three times during any twelve-month period, the District agrees to provide, upon
30 request, the addresses and/or telephone numbers for those newly hired employees
31 who have released their addresses and/or telephone numbers for publication in the
32 District directory.
33

34 The District further agrees to provide the Association with eight (8) copies of a
35 District directory (names, addresses, phone numbers) when such a directory is
36 published. The Association agrees to use such information for internal organization
37 purposes only and not to disclose it to any third parties. The District further agrees to
38 provide a staff list annually for each school by the second week of the fifth
39 quadriweekly pay period and the end of the second week of the ninth quadriweekly
40 pay period. Additional support service staff schedules and budget publications shall
41 be made available to the Association.
42

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

ARTICLE IV - ASSOCIATION RIGHTS (continued)

1 **G. LEAVE OF ABSENCE FOR ASSOCIATION PRESIDENT.** Upon annual
2 written application, the Association president shall be granted a full-time leave of
3 absence to conduct Association business. Following the District's payments to the
4 employee for such leave of absence, the District shall be reimbursed by the employee
5 organization of which the employee is an elected officer for all compensation paid
6 and for all sick leave granted to the employee because of such leave. Reimbursement
7 by the employee organization shall be made within ten (10) days after its receipt of
8 the District's certification of compensation and sick leave.
9

10 Upon return from leave to conduct Association business, the Association president
11 will be provided the opportunity to return to the site assigned prior to the
12 commencement of leave if a vacancy in the appropriate credential area exists at that
13 site.
14

15 **H. ASSOCIATION LEAVE:**

16
17 1. The District will grant to the bargaining unit as a whole a total of two
18 hundred (200) days per fiscal year (July 1-June 30) of released time for unit
19 members to attend workshops, conferences, or other activities sponsored by
20 the Association as identified by H.1 and H.2. The TALB president or his/her
21 designee shall submit in writing the information and the names of unit
22 members who are authorized to use the association leave days to Employee
23 Relations Services prior to an employee's application for the released time.
24 Written application for approval for such released time must be submitted by
25 the employee on the appropriate District form to the site manager at least five
26 (5) working days prior to the anticipated absence.
27

28 2. The District will grant to each member of the TALB Board of Directors
29 released time per fiscal year to allow all members to participate in regularly
30 scheduled meetings of the Board of Directors. The TALB president or
31 his/her designee shall provide to Employee Relations Services the names of
32 members of the Board of Directors and the schedule of meeting dates.
33

34 The Association agrees to reimburse the District for any substitute pay
35 expended in relation to Sections 1. and 2. above.
36

37 I. The District agrees to make reasonable effort to provide the Association with the
38 opportunity to review newly developed and/or revised forms related to the
39 implementation of this contract.
40

41 J. The District agrees to make reasonable effort to provide the Association with a copy
42 of notices to employees which relate to the negotiated agreement and which require
43 the authorization of the Superintendent, the Deputy Superintendent, or the Chief
44 Business and Financial Officer.
45
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ARTICLE IV - ASSOCIATION RIGHTS (continued)

1 K. TALB will have representation on committees as mutually agreed to by the District
2 and the Teachers Association. The parties mutually agree to TALB representation on
3 the Transfer and Assignment Committees.
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ARTICLE V

Days and Hours of Employment

A. WORKDAY:

1. It is agreed that the professional duties of employees require both on-site and off-site hours of work, that the varying nature of such professional duties may not lend itself to a total maximum daily work time of definite or uniform length, and that such duties are normally expected to involve no fewer than eight (8) hours of total effort each workday for both classroom and non-classroom employees.

It is further agreed that employees will be available to meet with students and parents at reasonable times before and after the instructional day. A schedule shall be posted prominently and maintained at each school site indicating times when teachers are available to meet with parents and/or students. Copies of the schedule shall be sent home to parents twice a year.

2. In the elementary schools, teachers shall report for duty and check their mailboxes not later than fifteen (15) minutes before the opening of class except when assigned before school duties. Teachers shall remain until after the close of the last scheduled class of the day for Grades 4 and 5 (except on Friday), unless they have an after school duty, are excused earlier or are requested to remain by the principal. On Fridays, teachers may leave the building immediately upon the close of the regular school day for pupils, (afternoon kindergarten teachers may arrive at school fifteen (15) minutes later than the start of their regular duty day), except that if District meetings are scheduled on Friday another "early day" may be designated. Teachers of kindergarten and the first three grades remain on duty as long as teachers of the fourth and fifth grades, unless excused earlier by the principal. All kindergarten teachers (including those without team partners) shall meet their classes for 200 minutes each day and work two hours beyond such time either with their class or in other classrooms at teacher discretion in collaboration with the site administrator. Note: Unless and until negotiated otherwise, the extended or full day kindergarten will remain voluntary, but no contractual waiver is required.

Teachers assigned to elementary school libraries work a seven-hour day, except on Friday when they may leave fifteen (15) minutes prior to the end of their regularly assigned workday.

3. In the middle and senior high schools teachers shall, unless assigned to before school duty, report for duty at least fifteen (15) minutes before the opening of the first assigned class, conference period, or homeroom/advisory and shall

ARTICLE V - DAYS AND HOURS OF EMPLOYMENT (continued)

1 check their mailboxes daily before the instructional day begins. Teachers
2 shall be present on site for an additional sixty (60) minutes weekly as selected
3 at the professional discretion of the teacher. If District meetings are
4 scheduled on Friday another "early day" may be designated.
5

6 Historically, the secondary teacher workday is comprised of six periods (one
7 of which is a conference period). If a teacher volunteers to teach an additional
8 class during his/her conference period his/her instructional day is extended
9 approximately one hour before or after the regular instructional day to provide
10 the employee with the conference period allowed for in this Agreement.
11

- 12 4. During any school month, teachers may be required to attend on-site meetings
13 not to exceed a total of six (6) hours beyond the instructional day. Two (2) of
14 the six (6) hourly monthly meetings are at the discretion of the bargaining unit
15 and principal. The necessity for conducting the two (2) hourly meetings shall
16 be determined monthly at each site by either a simple majority secret ballot
17 vote of the bargaining unit employees who actually vote on the proposal and
18 principal or by the site shared decision-making body. The determination of
19 which process will be used shall be by an annual majority secret ballot vote of
20 the bargaining unit and principal.
21

22 Attendance is required at only those meetings authorized by the principal.
23 Such meetings may be held before or after school and should be
24 approximately one hour or less in length. Site meetings beyond the
25 instructional day in a typical school month would include two (2) faculty
26 meetings and two (2) other meetings; such as, grade level, department,
27 program review and/or in-service. In the event of a school or District
28 emergency, or urgent school business, principals may call additional meetings
29 with the approval of the appropriate assistant/deputy superintendent.
30

31 Special education teachers may be required to attend one off-site in-service
32 meeting per month as authorized by the Assistant Superintendent, Special
33 Education. Such off-site meetings beyond the instructional day should be
34 approximately one hour or less in length and will be included in the monthly
35 computation.
36

37 During the term of this Agreement, the District shall maintain its practice of
38 treating IEP meetings as mandatory; bargaining unit members attending such
39 meetings beyond the duty day and in excess of four hours per month shall be
40 paid therefore at their regular hourly rate provided they submit the
41 Documentation of Mandatory Meeting Form to the Superintendent's office.
42

- 43 5. The on-site workday for other unit members shall be as follows:
44 On-site work hours for secondary school librarians and program facilitators
45 shall be eight (8) hours per day exclusive of lunch, except Friday when they

ARTICLE V - DAYS AND HOURS OF EMPLOYMENT (continued)

- 1 may leave twenty (20) minutes prior to the end of their regularly assigned
2 workday.
3
- 4 On-site work hours for nurses shall be seven and one-half (7.5) hours per day
5 exclusive of lunch, except Friday when they may leave twenty (20) minutes
6 prior to the end of their regularly assigned workday. If the principal or his/her
7 designee determines it is necessary for the employee to remain on-site to
8 perform the assigned duties of the position or to fulfill his/her professional
9 obligations appropriate to his/her assignment, the principal or his/her designee
10 shall direct the employee to remain on-site up to a maximum of eight (8) hours
11 a day.
12
- 13 Modifications of the on-site work hours and the "early day" may be mutually
14 agreed to by the employee and the site manager to accommodate a variety of
15 job responsibilities that may be accomplished at a location other than the
16 school site and/or outside of normal working hours. Driving time between
17 District sites shall be included as part of the normal working day exclusive of
18 the duty-free lunch period.
19
- 20 6. Modification in the students' schedule shall have no effect on the unit member's
21 workday as described above, except for Back-to-School Night in the fall and
22 Open House during one night of Public Schools Week in the spring. Additional
23 exceptions may be approved by the appropriate assistant/deputy superintendent.
24
- 25 7. It is recognized that in carrying out job responsibilities, each employee shall
26 perform many duties and adjunct responsibilities which occur outside of the
27 scheduled minimum on-site duty day. Such duties may involve activities such
28 as supervision of pupils, sponsorship of student activities, and participation in
29 school, districtwide, and parent-community committees. It is intended that such
30 adjunct duties will be assumed equitably by all unit members. Volunteers will
31 be sought and a site shared decision-making process may be used to distribute
32 adjunct duties; however, if there are insufficient volunteers, the manager retains
33 the right to assign unit members to meet the needs of the school. The
34 maximum expectancy for any secondary school teacher shall be twenty-four
35 (24) hours per semester, exclusive of faculty/department meetings.
36
- 37 8. All unit members shall be entitled to the statutory minimum duty-free lunch
38 period of thirty (30) minutes. This entitlement also refers to alternate lunch
39 schedules adopted because of inclement weather. Normally, teachers can
40 expect to have the same length of lunch period as students except that the site
41 manager may assign employees to supervisory duties during the passing
42 periods and/or to meet the occasional needs of the school lunch period
43 situation.
44
- 45 9. The scheduled preparation period at the secondary level is defined as paid
46 working time for the specific purposes of preparing materials; conferring with

ARTICLE V - DAYS AND HOURS OF EMPLOYMENT (continued)

1 students, parents, support staff, and administrators; and other duties subject to
2 assignment by the principal. It may also, if deemed necessary by the immediate
3 site manager, be used for providing replacement services (class coverage) for a
4 temporarily absent unit member.
5

6 Replacement service may be required when another teacher is absent, no
7 substitute is immediately available and, in the judgment of the administrator, no
8 other certificated employee is available. Over the course of the school year the
9 site manager shall distribute these occasional replacement assignments as
10 equitably as possible among all available non-classroom certificated personnel
11 and unit members. A record of equitable assignments shall be accessible to
12 employees. When a unit member is assigned to provide such replacement
13 service, the first two (2) hours, cumulative, per school year of such service shall
14 be deducted from the employee's maximum expectancy (twenty-four [24] hours
15 per semester) for adjunct duties. When a unit member is assigned to provide
16 replacement service in excess of two (2) hours, cumulative, the unit member
17 shall be paid for such excess service at the substitute hourly rate, Schedule N,
18 and shall be required to remain on-site after his/her duty day for an
19 equivalent number of minutes of preparation.
20

21 Efforts will be made to assign non-bargaining unit employees to provide
22 replacement service. If a bargaining unit member who has been asked to
23 provide replacement service is relieved by such an employee within the first
24 twenty (20) minutes of service, the bargaining unit member will be credited
25 with thirty (30) minutes of coverage. If the coverage time is in excess of
26 twenty (20) minutes, the employee shall be provided with one (1) hour of credit
27 for replacement service.
28

29 10. **Elementary Preparation:**
30

- 31 a. In the elementary school, limited preparation time may be arranged at
32 individual school sites through staffing patterns that (1) are
33 educationally justifiable; (2) do not reduce total instruction time for
34 students; (3) are developed jointly by the affected teaching staff and
35 the site manager; and (4) are approved by the appropriate
36 assistant/deputy superintendent.
37
- 38 b. At the elementary teacher's discretion, library time may be used as a
39 preparation period when a credentialed librarian is scheduled to work
40 with the entire class.
41
- 42 c. A school is not precluded from identifying additional opportunities for
43 preparation time, especially for teachers of grades four and five, if the
44 school's regularly scheduled, general funded, certificated staffing
45 permits.
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ARTICLE V - DAYS AND HOURS OF EMPLOYMENT (continued)

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- d. Teachers in Grades 1-5 shall receive a designated preparation time of 40 minutes on dates identified by the District. Thursday shall be the scheduled preparation day which shall remain the same for all affected schools within the District. The dates shall be identified prior to the start of the new school year. The instructional minutes for Grades 1 through 5 must be consistent with the instructional minutes identified by the District for the particular grade level. Preparation periods shall normally be scheduled 35 times a year; but may be less in some years due to the placement of school holidays on the approved calendar. Scheduled preparation days shall not be changed due to conflicts on the calendar, such as Back-to-School Night, Open House and Parent Conferences.
 - 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.
11. 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.
12. The provisions of this Section shall not apply to teachers in the Outdoor Education Program.
13. **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

ARTICLE V - DAYS AND HOURS OF EMPLOYMENT (continued)

1 designation of instructional time shall conform to the law. Subject to the
2 foregoing, the minimum number of instructional minutes shall be:

3 Kindergarten	36,000
4 Grades 1, 2, and 3	50,400
5 Grades 4 and 5	54,000
6 Grades 6, 7, and 8	64,800
7 Grades 9, 10, 11, and 12	64,800

8 except that:

- 9
- 10 a. Schools with an organizational pattern of Grades K-8 shall provide a
11 minimum of 54,000 instructional minutes for Grades 7 and 8.
- 12
- 13 b. Schools which exceed the above required minimum number of
14 instructional minutes for specified grade levels shall make no
15 adjustment to reduce the number of instructional minutes at these
16 grade levels without the express written consent of the appropriate
17 assistant/deputy superintendent.
- 18
- 19 c. In year-round schools, the number of minimum days established in
20 1987-1988 shall be at least maintained in subsequent years with
21
22 utilization determined at the site except for contractually identified
23 minimum days.

- 24
- 25 14. **Electronic Grading and Communication System Committee**
26 Establish a joint District/TALB Committee to review the electronic
27 grading and communication systems. The committee will convene no
28 later than June 2016. The Committee will be comprised of five (5)
29 TALB-appointed members and five (5) District-appointed members.
30 The committee will explore the electronic grading options, frequency
31 of reporting, potential trainings, and mitigating technology needs.
32 The recommendation of the Committee shall be submitted to the
33 District and TALB for negotiations during the 2016-2017 school year
34 with the objective of implementation effective 2017-2018 school
35 year.

36

37 15. **Job Sharing:**

- 38
- 39 a. The Job Sharing Program is one in which two (2) permanent
40 employees share the full responsibilities and the contract of
41 employment of one (1) identifiable full-time position. The shared
42 teaching assignment shall be (1) fifty-fifty (50-50) percent or (2) sixty-
43 forty (60-40) percent. The sharing shall be on a proportional division
44 of the school day or of the school week.
- 45

ARTICLE V - DAYS AND HOURS OF EMPLOYMENT (continued)

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- 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.
- d. Applicants shall submit a joint written application to the affected site manager(s) showing the names of the participants, positions affected, the proposed sharing schedule, division of adjunct duties, and the potential benefit to students. Mutual agreement between the two (2) employees, the principal, the appropriate assistant/deputy superintendent, and the Assistant Superintendent, Human Resource Services, is required before the job sharing assignment can be implemented. Applications shall be submitted on or before March 1.
- e. Individual job sharing assignments will normally be evaluated prior to March 1. A decision with respect to continuance of each program will be made on or before April 15.
- f. Salary will be the prorated share of the amount an employee would have earned had the employee not elected to exercise the option to participate in job sharing. The contribution to STRS/PERS will be based upon the amount of salary actually earned by the participant.
- g. Job sharers will receive full District health and welfare benefits. The District will contribute premiums on a prorated basis and participants will pay the remainder of the required premiums. Employees not opting for District health coverage shall provide evidence of health insurance from another source.
- h. The employee in a shared assignment will receive all contractual leaves on a prorated basis.
- i. If an employee on shared assignment is absent, the other party, whenever possible and with the approval of the site manager, will trade days with his/her partner or will agree to substitute for his/her partner in a regular substitute status at the regular substitute rate.

ARTICLE V - DAYS AND HOURS OF EMPLOYMENT (continued)

- 1 j. The employee on a shared contract will be expected to participate in
2 professional responsibilities such as, but not limited to, the following:
3 participation in school, district-wide, and parent-community
4 committees; faculty meetings; Back-to-School Night activities;
5 parent/teacher conferences; report card preparation. Details of shared
6 responsibilities are defined in the application.
7
- 8 k. If, because of extenuating circumstances, one partner cannot continue
9 in the shared assignment, one of the following shall occur:
- 10 (1) The remaining participant fills the previously shared position
11 on a full-time basis;
12
13 (2) A new partner, mutually agreeable to parties, replaces the non-
14 continuing partner;
15
16 (3) The remaining participant applies for a leave for which
17 he/she is eligible.
18
19 (4) The remaining participant submits his or her resignation.
20
21
- 22 l. Continuation of any job sharing partnership is contingent upon the
23 annual mutual agreement of all parties.
24
- 25 m. Prior to approval of any job sharing agreement the two teachers
26 involved shall agree which of them shall remain at the site should the
27 partnership be dissolved and both desire full-time assignment at that
28 site but only one opening exists. In any circumstance, participants
29 would have access to the District's voluntary transfer procedure.
30
- 31 16. **Parent/Teacher Conferences.** K-5 classroom teachers in a K-5 or K-
32 8 school shall have six (6) minimum days in the fall and two (2)
33 minimum days in the spring for parent/teacher conferences.
34
35 For seven (7) days in the fall and five (5) days in the spring
36 kindergarten teachers shall be exempt from the provision in Article
37 V.A.2. These hours shall be available instead for parent/teacher
38 conferences.
39
- 40 17. **Library Media Teachers.**
41
- 42 a. A library media teacher who maintains the library media center open
43 for at least fifteen (15) minutes before school and fifteen (15) minutes
44 after school will not be assigned bus and recess/nutrition duty.
45

ARTICLE V - DAYS AND HOURS OF EMPLOYMENT (continued)

- 1 b. Secondary classroom teachers shall stay with their classes when
2 bringing them to the library media center; elementary teachers shall
3 escort their classes to and from the library media center.
4
- 5 c. For classes brought to the library media center, contractual staffing
6 ratios (including LMT and aides) shall be observed, except during
7 Testing Periods or for special, occasional activities as determined by
8 Site Based Decision Making.
9
- 10 d. Library Media Centers will close during the final week of school to
11 allow LMTs time to close the library, conduct inventory, and complete
12 other oversight tasks that are essential to running an effective library
13 media program. The standard period for closing a library media center
14 shall equal the number of days it is scheduled to be open during a
15 regular week during the school year; the LMT in consultation with the
16 site administrator may recommend a lesser or greater period depending
17 upon the size of the center.
18
- 19 e. At the secondary level, the LMT at his/her discretion may continue to
20 utilize a flexible schedule in order to service the entire school. At the
21 elementary level, the LMTs may utilize flexible scheduling for 20% of
22 their scheduled work week at that particular site in order to permit
23 collaborations with classroom teachers and their students for in-depth
24 learning and research.
25

26 B. **WORK YEAR:**

- 27 1. Teachers (including nurses, teachers on special assignment, and librarians):
28
- 29 a. **Traditional Schedule.** The assigned work year shall be from the first
30 day of the fall semester to the last day of the spring semester,
31 inclusive. The school year encompasses ten and two-tenths (10.2)
32 pay periods totaling two hundred and four (204) assigned days (one
33 hundred eighty-two [182] actual duty days), dates which are specified
34 in the calendars (see Appendix A). It is further agreed that in the
35 middle and senior high schools two shortened days for pupils will be
36 scheduled at times to be approved by the appropriate
37 assistant/deputy superintendent.
38
- 39 The first and last days of the work year for all bargaining unit
40 employees shall be pupil free. All bargaining unit employees will
41 have no fewer than four (4) hours on each of these days to prepare for
42 the starting and closing of school.
43
- 44 b. **Year-Round Schedule.** The assigned work year shall be one hundred
45 eighty-two (182) actual duty days, as assigned from July 1 through

ARTICLE V - DAYS AND HOURS OF EMPLOYMENT (continued)

1 June 30, with compensation prorated over the number of pay periods
2 occurring from July 1 through June 30.
3

4 The first and last days of the teacher work year for all bargaining unit
5 employees shall be pupil free. All bargaining unit employees will
6 have no fewer than four (4) hours on each of these days to prepare for
7 the starting and closing of school.
8

9 2. **Program Facilitators:**

10
11 a. **Traditional Schedule.** The assigned work year shall encompass two
12 hundred twelve (212) assigned days (one hundred eighty-eight [188]
13 actual days), dates for which are specified in the calendars (see
14 Appendix A).
15

16 b. **Year-Round Schedule.** The assigned work year shall be one hundred
17 eighty-eight (188) actual duty days, as assigned from July 1 through
18 June 30, with compensation prorated over the number of pay periods
19 occurring from July 1 through June 30.
20

21 c. Based on identified program needs and the availability of sufficient
22 special project funds at individual school sites, program facilitators
23 may request election for additional service either before or after the
24 regularly assigned work year, or during designated non-work periods
25 at year-round schools.
26

27 3. **Split Assignments.** In cases of split assignments, employees so affected shall
28 work each assigned day a number of hours which reflects the employee's
29 assignments. A split assignment refers to a full-time employee whose contract
30 assignment includes two job classifications (Example: teacher/program
31 facilitator).
32

33 4. **Emergency.** In the event of an emergency or other event resulting in less than
34 the scheduled number of workdays, the District agrees to consult with the
35 Association before determining the number and dates of specific days to be
36 rescheduled to ensure the total contract workdays for all unit employees.
37

38 5. **Holidays.** The District agrees to grant all employees those non-paid, legal and
39 Board-designated holidays which occur during their specified traditional or
40 year-round calendars.
41

42 a. Legal holidays shall include Independence Day, Admission Day,
43 Labor Day, Veterans Day, Thanksgiving Day, Christmas Day, New
44 Year's Day, Dr. Martin Luther King Jr. Day, Lincoln Day, Presidents
45 Day, and Memorial Day.
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ARTICLE V - DAYS AND HOURS OF EMPLOYMENT (continued)

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- b. In addition, the District agrees to grant two (2) holidays to be designated by the Board of Education. One of these holidays shall be the Friday following Thanksgiving Day.
- c. When a legal holiday falls on Saturday, the preceding Friday shall be observed as a holiday. When a legal holiday falls on Sunday, the following Monday shall be observed as a holiday.
- d. Consistent with the above provisions, the date of each holiday shall be set forth in the calendar (see Appendix A).

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

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

All eligible employees will have an opportunity to apply to teach during intersession or summer school. All employees whose most recent final evaluation is satisfactory in all areas directly related to classroom instruction and student achievement are eligible for selection for summer school and intersession employment. Applicants will be selected based upon (a) the needs of the program to be offered and (b) when applicable, a system of rotation after having served three consecutive intersessions or summer school assignments if there are other qualified applicants. When the above considerations are substantially comparable, decisions shall be based upon length of service in the District.

7. **Intersession Substitute Service.** Employees assigned to year-round schools are eligible to apply to substitute during their intersession/recess periods. All employees whose most recent final evaluation is satisfactory in all areas directly related to classroom instruction and student achievement are eligible.

When serving as a substitute teacher at any school other than the school to which they are regularly assigned, they shall be paid as per Salary Schedule N. When serving as a substitute teacher at the school to which they are regularly assigned, they shall be paid at the same daily rate as that earned by Home School substitutes.

8. **Outdoor Education Program.** To meet the needs of the Outdoor Education Program, adjustments may be made in calendared workdays. Any workdays beyond one hundred eighty-two (182) will be voluntary additional assignment.

ARTICLE V - DAYS AND HOURS OF EMPLOYMENT (continued)

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9. **Traveling Teachers in Secondary Schools.** Except in the most extraordinary circumstances, secondary teachers serving in their initial year in the profession will not be scheduled as traveling teachers.

C. **ADDITIONAL CONSIDERATION FOR YEAR-ROUND SCHEDULES:**

1. **Roving Teachers.** Roving teachers agree to change classrooms approximately every four weeks to enable three other teachers to remain in/return to the same classroom throughout the year. An employee identified as a roving teacher at a year-round site will be entitled to utilize a total number of classroom aide hours which is ten (10) percent greater than the total number of classroom aide hours allocated to other teachers in the same grade level (elementary) or the same subject area (middle school) at the same school site. In addition, roving teachers may be given some special considerations developed cooperatively at the site; i.e., no recess or hall duty, assistance with bulletin boards, single level classes, reduction of adjunct responsibilities, etc.

Roving teacher assignments will be filled by volunteers. In the event that there is not a volunteer roving teacher, all four teachers may be required to change classrooms when returning from intersession. Except in the most extraordinary circumstances, teachers serving in their initial year in the profession will not be assigned to a roving position.

2. It is not the intent of the District that employees be arbitrarily reassigned or rotated from one track to another.
3. At a minimum, the District shall provide one movable storage unit per four classroom teachers. Each teacher shall be assigned a storage space which can be locked.
4. It is the goal of the District that the temperature of the classroom will be conducive to teaching and learning throughout the school year. At a minimum, some type of mechanical cooling device will be available for each classroom at each year-round school site.
5. The parties recognize that some factors that relate to year-round scheduling at the middle school and are within the scope of bargaining may not have been addressed. Should problems arise because of such unanticipated factors, the parties agree to meet for the purpose of resolving those issues.
6. With the approval of the site administrator, teachers may exchange days with other teachers who are on different tracks or calendars at the same school site. Participating teachers shall submit a signed agreement indicating the days they are exchanging at least five days in advance of the exchange to the site administrator for approval. Teachers who are unable to fulfill the conditions of the agreement shall be charged appropriate leave for those days on which

ARTICLE V - DAYS AND HOURS OF EMPLOYMENT (continued)

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they were absent and which they were not able to make up. The District will not be held liable for a teacher who does not fulfill his/her exchange days.

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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. 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. Should the incorrect salary placement result in an overpayment, the employee will reimburse the District the full amount of such overpayment on a repayment schedule developed by the District and the employee. In the event of an error favoring the employee or the District, the error shall be corrected retroactively for a period of up to three (3) years dating from the discovery of the error. "Discovery of the error" is defined as the date the District or the employee first receives written notification.
 - 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.

ARTICLE VI - COMPENSATION (continued)

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4. **Pay Warrant Adjustments:**

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

5. **Additional Assignments:** Bargaining unit employees qualified for additional teaching assignments in School for Adults and/or summer school shall be given priority consideration. Employees selected by the District to fill positions in the Additional Assignments Schedule shall be paid at the rates and in the manner described in that schedule.

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

7. **Catalina Island Employees:**

- a. Full-time employees who actually work and reside on Catalina Island shall receive a salary addition as provided in the **Certificated Non-Management Salary** Schedule 4. In addition, effective the first school day each year, Catalina Island employees shall receive a travel expense allowance. For 2015-16, the allowance is \$1,015. Each year thereafter, the allowance will be adjusted by the same percentage as the salaries of K-12 unit members. Employees working less than full time shall receive a share of the travel expense allowance proportionate to the time worked.
- b. Upon employee request, the District shall provide costs not to exceed \$250 for moving possessions and an automobile to Catalina Island.
- c. The District shall pay employee costs of routine transportation to and from in-service training meetings required by the District.

ARTICLE VI - COMPENSATION (continued)

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8. **Camp School Teachers:**

- a. Outdoor Education employees shall be paid daily expenses at regular District rates when in Long Beach to substitute in regular schools.
- b. Outdoor Education employees who are assigned occasionally to teach in Long Beach shall be reimbursed for one (1) round-trip per week at the contract rate as per Section A.9. of this Article.
- c. Outdoor Education employees who agree to work weekends shall be furnished housing and storage for the school year. Arrangements shall be determined by the director/ principal of the camp in consultation with the employees.
- d. The District shall furnish, to employees returning to camp, storage facilities during vacation periods for personal belongings normally used at camp during the year.
- e. Outdoor Education employees shall be allotted thirteen (13) meals per week at no cost to the employee when working at the Outdoor Education school.

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

10. **403(b) Plan.** Unit members may participate in the District approved tax sheltered annuity plans, including the 403(b) plan, through voluntary payroll deduction. The District shall pay the fees, if any, of a third party administrator who will be responsible for plan administration and compliance. The District shall consult with TALB when considering a change in the 403(b) third party administrator.

B. **HEALTH AND WELFARE BENEFITS:**

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

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

ARTICLE VI - COMPENSATION (continued)

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b. Any employee in unpaid leave status for a period in excess of thirty (30) calendar days may continue health and welfare benefit coverage as provided in this Article by personally paying the premiums. The percent of the annual premiums to be paid shall be the same as the percent of the contract year during which the employee is in unpaid leave status. (For example, a one hundred eight-two [182] workday teacher on unpaid leave for one [1] semester, i.e., ninety-one [91] days, is responsible for fifty (50) percent of the annual benefit premiums.)

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

d. Dependents of employees who, pursuant to paragraph c. above, are defaulted into the designated District group medical plans are not eligible to be enrolled except as follows:

- (1) During the next open enrollment period; and/or
- (2) Within thirty (30) days of becoming eligible by virtue of such qualifying events as birth, adoption, marriage or registering of a California Domestic Partnership.

2. The 2013 District annual maximum contribution toward individual unit member insurance premiums for District medical plans for full time employees, employee plus one and family coverage shall be based on the 2013 District PPO rates as adjusted by the cost containment changes. The District's annual maximum contribution excludes District dental and vision insurance.

Beginning the 2014 insurance year (January 1, 2014), and each year thereafter, the District shall increase the prior year's District annual maximum contribution toward individual unit member insurance premiums for District medical plans for full-time employees, employee plus one and family coverage by 3.5%. In the event the elected coverage in a District insurance program exceeds the above stated District maximum annual contribution, the cost difference shall be paid by the unit member through payroll deduction. The Health Benefits committee shall actively work to limit increases greater than 3.5%, through plan design modifications, vendor selection, wellness programs, and member education. In the event that the combination of the annual PPO rate increase and/or cost containment results in premiums below the District maximum annual contribution described above, that difference will mitigate future rate increases.

ARTICLE VI - COMPENSATION (continued)

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

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

21 Example:

22
$$2016-2017 \text{ DAM} = [(2016 \text{ DAM}) + (2017 \text{ DAM})]/2$$

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

- 24
25
26 3. The lowest cost District HMO medical plan offered unit members in any
27 given insurance year shall not be subject to the District annual maximum
28 contribution described in Section 2 above. In the event that the District
29 anticipates that the premiums for the lowest cost District medical HMO plan
30 may exceed the District annual maximum contribution as described in
31 Section 2 above in the succeeding year, negotiations will automatically be
32 initiated to address the excess cost during the next round of negotiations.
33
34 4. All eligible unit members retiring from the District after August 31, 2013
35 shall receive the same District annual maximum contribution for District
36 medical plans provided to active unit members. Eligible unit members who
37 retire on or before the above date shall not be subject to the District's annual
38 maximum contributions as described in Section 2 above.
39
40 5. The District shall apply any health benefit cost containment changes,
41 including plan design changes, implemented for active employees to retirees.
42
43 6. **Health Insurance.** Employees may choose coverage for themselves and
44 their eligible dependents or same gender domestic partners for whom a
45 Declaration of Domestic Partnership is currently on file in the office of the
46 Secretary of State for the State of California. A choice shall be made from

ARTICLE VI - COMPENSATION (continued)

1 any one of the approved plans described below during the enrollment period
2 announced by the Risk Management Branch.
3

4 The District agrees to offer employees medical health benefits that include at
5 least one PPO and two HMO options. Specific providers, plans and plan
6 designs shall be provided to employees annually prior to open enrollment.
7 Modifications to providers, plans, and plan designs shall be subject to
8 recommendations by the Health Benefit Committee (HBC) and shall be
9 subject to negotiations by the parties. Specific providers and plan designs
10 will not be outlined in the Agreement although they will be subject to
11 negotiations, and the contractual grievance procedures. (Supersedes Article
12 VI, Section B.2a, b, and c except the first sentence of Section Article VI,
13 B.2).
14

15 a. **Kaiser Foundation Health Plan.**

16 Brief description of coverage: Unlimited lifetime maximum.
17 Continuation of existing plan without modification of benefits, except
18 as noted.
19

20 Physician Visit: \$5 co-pay, effective 3/1/2013.
21

22 Emergency Room Visit: \$100 co-pay, effective 3/1/2013. The fee is
23 waived if the person is admitted to the hospital.
24

25 Chiropractic Care: \$5 co-pay and 30 visits per year, effective 1/1/07.
26

27 Prescription Plan: Retail co-pay per one hundred (100) day
28 prescription - \$5.
29

30 b. **HMO Plan.**

31 Brief description of coverage: Effective March 1, 2013, this plan will
32 be referred as the HMO TALB plan. The ability to move between the
33 HMO and Comprehensive Major Medical is no longer available.
34 Continuation of existing plan without modification of benefits, except
35 as noted.
36

37 HMO. Office visits, \$5; no deductible; hospitalization 100% covered.
38 Unlimited lifetime maximum. Continuation of existing plan without
39 modification of benefits, except as noted.
40

41 Emergency Room Visit: \$100 co-pay, effective 3/1/2013. The fee is
42 waived if the person is admitted to the hospital.
43

44 Chiropractic Care (Blue Shield HMO): \$5 co-pay, up to 30 visits per
45 year, effective 1/1/07.
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ARTICLE VI - COMPENSATION (continued)

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Prescription Plan: Effective 3/1/2013, prescriptions will be carved into the HMO plan. Retail co-pay per thirty (30) day prescription: \$5 generic; \$10 formulary; and \$35 non-formulary. Mail order co-pay for up to ninety (90) day prescription supply: \$5 generic; \$10 formulary; and \$35 non-formulary.

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

(a) Through December 31, 2015, \$200/\$400 deductible; 20% co-insurance; \$500 individual/\$1,000 family per year out-of-pocket limit (in addition to deductible); Effective January 1, 2016, \$300/\$600 deductible; 20% co-insurance; \$1,000 individual/\$2,000 family per year out-of-pocket limit (in addition to deductible).

(b) Out-of-Network Provider – Through December 31, 2015, \$400/\$800 deductible; 40% co-insurance; \$3,000 individual/\$6,000 family per year out-of-pocket limit (in addition to deductible); Effective January 1, 2016, \$500/\$1,000 deductible; 40% co-insurance; \$5,000 individual/\$10,000 family per year out-of-pocket limit (in addition to deductible).

Prescription Plan: Effective 3/1/2012 the PPO plan will include a comprehensive prescription program with the following co-pay structure:

Retail Pharmacy (30 Day Supply): \$0 co-pay for generic; \$20 co-pay for formulary; and \$50 co-pay for non-formulary.

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

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

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

ARTICLE VI - COMPENSATION (continued)

- 1 7. **Dental Insurance.** The District agrees to provide eligible employees with
2 District payment of premium costs. Employees may choose between
3 approved plans described below:
4
5 a. Delta Dental, PPO Plus Premier. This is a continuation of the present
6 plan and the District shall continue to pay premium costs under this plan
7 for the employee only. The employee may choose to pay premium costs
8 for eligible dependents. Maximum amount paid by plan per person per
9 calendar year:
10
11 In-Network PPO Dentists: \$2,200.
12 Premier and Out-of-Network Dentists: \$2,000.
13
14 b. Delta Care (PMI) Dental Health Plan. This is a continuation of the
15 present plan. Coverage for both the employee and his/her eligible
16 dependents is provided for by this plan.
17
18 8. **Life Insurance.** Employees whose regular annual salary exceeds fifteen
19 thousand dollars (\$15,000) shall be insured for the amount of the annual
20 salary but not to exceed fifty thousand dollars (\$50,000); employees whose
21 regular annual salary is fifteen thousand dollars (\$15,000) or less shall be
22 insured for fifteen thousand (\$15,000). The amount of coverage shall be
23 based upon the salary rate on the last day of actual service to the District by
24 the employee.
25
26 9. **Vision Care Insurance.** The District agrees to provide vision care insurance
27 for eligible employees. The Medical Eye Services plan provides one (1)
28 comprehensive examination every twelve (12) consecutive months; two (2)
29 pairs of lenses in any twenty-four (24) consecutive months. Employee is
30 responsible for paying a ten dollar (\$10) deductible per calendar year. Prior
31 enrollment in the plan is required.
32
33 10. **Mental Health Care Service.** Employees and eligible dependents shall be
34 provided outpatient mental health care service through the same Health
35 provider in which the unit member is enrolled through the District (i.e. If
36 medical is provided by the PPO, the mental health care is provided through
37 the PPO.)
38
39 11. **125 Plan.** Upon securing the appropriate government approval, the District
40 will provide employees the opportunity to participate in a 125 Plan at no
41 administrative cost to the employee. Attendance at informational meetings
42 shall be voluntary.
43
44 C. DURATION OF BENEFITS:
45

ARTICLE VI - COMPENSATION (continued)

1 1. **Retiring Employees After Seventeen Years of Service.** Employees shall be
2 eligible for District-paid premiums for health insurance provided that (a) the
3 employee is age fifty-five (55) or older upon retirement and has seventeen
4 (17) or more service years in the District or (b) the employee has at least
5 thirty (30) years of service credit with STRS or PERS and seventeen (17) or
6 more service years with the District. This benefit shall end when the retiree
7 reaches age sixty-seven (67) on the condition that the retiree, if eligible,
8 applies for coverage under Medicare Part A and B coverage at age sixty-five
9 (65). Eligible employees who fail to apply for such coverage will not receive
10 District-paid premiums for health insurance from age sixty-five (65) to age
11 sixty-seven (67). The retiree, or un-remarried spouse of deceased retiree, may
12 remain in the District plan by paying personally the insurance premiums
13 without any limit on age.
14

15 Medicare coverage will be primary for those employees who are eligible; the
16 District's plan will provide secondary or umbrella coverage over Medicare
17 payments. Additional information is available from the Risk Management
18 Branch. (For health insurance benefits, unit member employees compensated
19 for fifty [50] percent or more of a full-time assignment will receive one [1]
20 year of credit toward the required seventeen [17] years of service.)
21

22 2. **Resigning/Retiring Employees.** Employees who do not qualify under
23 Section 1. above and who resign as of the last day of the traditional school
24 year and after having served a complete contract year immediately prior
25 thereto shall be eligible for District-paid health, dental, vision, and life
26 insurance benefits through September 30 following the school year of service.
27

28 Resigning/retiring employees (regular or temporary contract) who complete a
29 full year of service and who were originally employed in the District on a
30 year-round calendar with salary prorated over two hundred sixty (260) days
31 will have benefits provided through September 30 following the school year
32 of service.
33

34 Retirees age fifty-five (55) or older may remain in a District plan by paying
35 personally the insurance premiums beginning the first of the month after the
36 employee's retirement date. There is no limit on age. Medicare coverage will
37 be primary for those employees who are eligible; the District's plan will
38 provide secondary or umbrella coverage over Medicare payments.
39 Additional information is available from the Risk Management Branch.
40

41 3. **Temporary Contract Employees.** Persons with temporary contracts on
42 traditional calendar who receive a letter of assurance for future employment
43 shall have continuous health, dental, vision, and life insurance benefits
44 through the months of July, August, and September following receipt of the
45 letter of assurance.
46

ARTICLE VI - COMPENSATION (continued)

- 1 4. **Employees on STRS/PERS Disability.** Employees who otherwise qualify
2 and who are disabled and begin drawing STRS/PERS disability payments
3 after June 1, 1979, shall be eligible for District-paid health insurance for the
4 term of the disability but not more than thirty-nine (39) months from the dates
5 of approval of the disability allowance.
6
- 7 5. **Health Insurance Extension.** For employees who do not qualify for
8 benefits as described in Sections C.1. or C.2. above, District-paid health,
9 dental, vision, and life insurance coverage shall be extended to the end of the
10 calendar month in which employment is terminated.
11
- 12 6. **Dental Insurance Extension.** Employees who retire from the District may
13 remain in a District plan by paying personally the insurance premiums as
14 provided for in Education Code, Section 7000. Employees who terminate
15 employment with the District may extend their dental insurance at employee
16 expense as provided in the Consolidated Omnibus Budget Reconciliation Act
17 (COBRA). Information should be requested from the Risk Management
18 Branch.
19
- 20 D. **TUBERCULOSIS EXAMINATION.** Required examinations for tuberculosis shall
21 be provided by the District at no cost to employees only if District-designated service
22 providers are utilized. The examination shall consist of an approved intradermal
23 tuberculin test (Mantoux), which, if positive, shall be followed by an x-ray of the
24 lungs.
25
- 26 E. **CONSULTATION MEETINGS.** The Association shall be invited on an annual
27 basis to consultation meetings with the District and other employee groups for the
28 purpose of exchanging information on the implementation of health, dental, and
29 vision plans. The District also shall provide the Association the following documents
30 without cost: provider service agreements, financial reports, cost containment
31 reports, and claims information summaries.
32
- 33 F. **HEALTH AND WELFARE BENEFITS COMMITTEE.** The Association and
34 District agree to form a joint committee to meet on an as needed basis to address the
35 current and projected increases in health care costs. All recommendations will be
36 submitted for consideration to the respective collective bargaining teams for
37 negotiating. The specific duties of the subcommittee shall include:
38
- 39 a. Actively considering health and benefit cost containment measures relating to
40 District PPO, HMO, vision and dental insurance plans for recommendation to the
41 parties. This includes, but is not limited to, co-payments and plan design
42 modifications, active rate bidding by health care vendors/providers and
43 alternative plans. It is the intent that the subcommittee shall use every reasonable
44 effort to maintain the premiums for the lowest cost District HMO medical plan
45 below the District annual maximum contribution described in Section B.2 above.
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ARTICLE VI - COMPENSATION (continued)

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- b. Membership education intended to fully maximize health benefits in a manner that encourages cost containment and quality health care (e.g., use of emergency room for non-emergency matters, use of generics, etc.).
- c. Ongoing data sharing regarding comparable costs and health plans with similar districts.
- d. Timelines for meetings consistent with making necessary recommendations for ongoing negotiations and health benefit renewal dates.
- e. Identifying an additional \$800,000 in cost containment and plan changes for TALB unit members for implementation no later than January 1, 2014. These cost containment changes will reduce the premiums for the affected plans beginning January 1, 2014 and are intended to mitigate individual unit member premium contributions as described in Section B.2.

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

Subject to state or federal regulations, the parties agree that all data and communications regarding health and welfare benefit programs shall be shared openly between the parties, including discussions regarding bidding and renewals.

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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 set 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 Medical Leave Act (FMLA) shall return to the same position assigned previous to the commencement of the leave.

ARTICLE VII - LEAVES OF ABSENCE (continued)

- 1 b. Any employee on leave as described in 6.a., for no more than one
2 school year, who notifies the District in writing by the last duty day
3 of that school year of his/her intent to return, and who actually returns
4 to work on the first duty day of the next school year, shall return to the
5 same site assigned prior to the commencement of leave.
6
7 c. Any employee returning from a leave of absence other than as
8 described in 6.a. and b., shall be assigned to a position where an
9 opening exists and within the credential area and division/special
10 service area assigned previous to the commencement of the leave.
11 Notification of intent to return to service must be submitted on or
12 before the first day of March by the employee who plans to return at
13 the beginning of the first semester of the following school year, or
14 ninety (90) days before the expiration of the leave if an employee is
15 returning at another time during the year. Priority consideration for
16 assignment will be given to those meeting the March 1 deadline.
17

18 **B. LEAVES OF ABSENCE WITHOUT PAY:**

- 19
20 1. Leaves of absence without pay may be granted to employees for the
21 following purposes and when granted shall be governed by the conditions
22 specified:
23
24 a. **Advanced Professional and Academic Training.** Leave shall be for
25 no more than twelve (12) consecutive months nor more than one such
26 leave in a seven (7) year period and this period must be coterminous
27 with an intersession, a semester, or year.
28
29 b. **Service** as a member of the Peace Corps, the Job Corps, or the
30 Domestic Peace Corps (Volunteers in Service to America). Not more
31 than twenty-four (24) consecutive months.
32
33 c. **Teaching in a Foreign Country.** Leave shall be for no more than
34 twenty-four (24) consecutive months nor more than one such leave in
35 a seven (7) year period and this period must be coterminous with an
36 intersession, a semester, or year.
37
38 d. **Travel in Foreign Country.** Leave shall be granted for a period of
39 no longer than twelve (12) consecutive months nor more than one
40 such leave in a seven (7) year period and this period must be
41 coterminous with an intersession, a semester, or year.
42
43 e. **Rest and Recuperation.** Requires doctor's statement. No more than
44 twenty-four (24) consecutive months.
45
46

ARTICLE VII - LEAVES OF ABSENCE (continued)

- 1 f. **Rest and Recreation.** No more than twelve (12) consecutive
2 months.
- 3 g. **Child Care.** May be granted to either or both parents only
4 immediately following maternity/paternity leave for child
5 bonding/child care, including paid adoption leave under Section C.9
6 of this Article plus a period coterminous with a semester, a school
7 year, or the conclusion of an intersession, provided the employee
8 notifies Certificated Personnel at least three weeks prior to the
9 beginning date of the leave. A second consecutive year of childcare
10 leave may be granted upon the request of the employee. In the event
11 of unforeseen circumstances of a serious nature related to family
12 need the employee is eligible to apply for a leave of absence without
13 pay under Section B.1.n of this Article.
- 14
- 15 h. **Military Service.** As provided in the Education Code and the
16 Military and Veterans Code.
- 17
- 18 i. **Work Experience.** No more than twelve (12) consecutive months.
19 The work experience must be directly related to the employee's job
20 responsibilities.
- 21
- 22 j. **Disability.** Granted to an employee who has been approved by the
23 State Teachers Retirement System/Public Employees Retirement
24 System to receive a disability allowance. The period of such leave
25 will be the term of the disability but not more than thirty-nine (39)
26 months from the date of approval of the disability allowance.
- 27
- 28 k. **Position Leave.** Granted to an employee assigned to serve in a
29 specially funded program.
- 30
- 31 l. **Teach in Another School District** outside a radius of one hundred
32 fifty (150) miles from the LBUSD (as measured from the
33 administration offices). No more than twelve (12) consecutive
34 months nor more than one such leave in a seven (7) year period.
- 35
- 36 m. **Family Medical Leave Act (FMLA).** As provided for in statute; for
37 example, to care for him/herself, a child, parent, or spouse with a
38 serious health condition. Health care provider certification may be
39 required. See employee notification at work site for additional
40 information.
- 41
- 42 n. **Other reasons** which are deemed sufficient by the Board of
43 Education.
- 44

ARTICLE VII - LEAVES OF ABSENCE (continued)

- 1 2. Probationary, temporary, and special contract employees are eligible for only
2 the following unpaid leaves: rest and recuperation; child care; military
3 service; disability; family medical leave (if employed at least one complete
4 year); and in the most extraordinary circumstances, leaves for other reasons
5 deemed sufficient by the Board of Education.
6
7 3. Current STRS/PERS regulations state that employees who are on unpaid
8 leave of absence do not earn retirement credit. Use of reduced pay or unpaid
9 leave of absence reduces the employee's STRS/PERS service credit for that
10 year. STRS/PERS service is credited in proportion to the amount an
11 employee actually receives in compensation compared to the amount that
12 employee would have received had he/she been compensated for the full year
13 (earned divided by the total earnable).

14
15 C. **LEAVES OF ABSENCE WITH PAY:**
16

- 17 1. **Bereavement Leave.** Employees are entitled to leaves of absence, not to
18 exceed three (3) days (five [5] days if a funeral is attended out of state or
19 more than two-hundred [200] miles one way is traveled) as a result of the
20 death of any member of the immediate family. Bereavement leave is non-
21 cumulative and shall be taken only sequentially and immediately following
22 the death of a member of the immediate family. No deduction shall be made
23 from the salary of the employee, nor shall the leave be deducted from leave
24 granted in other sections of this Article. Members of the immediate family
25 include mother, step-mother, father, step-father, grandmother, grandfather, or
26 grandchild of the employee or of the spouse of the employee; and the spouse,
27 son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister,
28 sister-in-law, of the employee or of the spouse of the employee; or any person
29 having a principal place of residence in the immediate household of the
30 employee. Employees who take bereavement leave shall be responsible for
31 following all notification procedures as per Section A.5. of this Article.
32
33 2. **Imminent Death Leave.** Certificated employees under contract are entitled
34 to two (2) days (non-cumulative) imminent death leave at full pay during
35 each fiscal year. This type of leave may be authorized in case of accident or
36 critical illness of a member of the immediate family (as defined in paragraph
37 1. of this Section) when death of the family member is imminent.
38
39 3. **Sick Leave:**
40
41 a. Sick leave entitlement shall be received and deducted in the same
42 manner. For payroll computation:
43
44 .5 day = 4 hours leave
45 1.0 day = 8 hours leave
46 5.0 days = 40 hours leave

ARTICLE VII - LEAVES OF ABSENCE (continued)

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10.4 days = 81.60 hours leave

10.5 days = 84.00 hours leave

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

204-day employees: 10.4 days (81.60 hours)

212-day employees: 10.5 days (84.00 hours)

Sick leave may be deducted in one-half (1/2) hour increments.

- c. An employee in less than a full-time assignment and/or employed for less than a full contract year shall receive and have sick leave deducted in direct proportion to the percentage of the assignment; e.g., an employee with a fifty (50) percent assignment shall earn or have deducted .5 (four [4] hours) of sick leave.

- d. Full time unit members shall be entitled to use six (6) days of accrued and available sick leave each school year to attend to an illness of a child, parent, spouse, or registered domestic partner of the employee. This leave shall be prorated for part-time unit members

- e. One (1) hour of sick leave is granted for each eighteen (18) hours an employee has worked in an hourly assignment, including summer school and intersession assignments. Accumulated hourly sick leave may be used for absences in any hourly assignment, except that during the first and last week of summer school leave for compelling personal reasons will not be granted and teachers should expect to be required to provide doctor's verification of illness absences. Contract sick leave may not be used for absences in an hourly assignment. If an employee serving in a contract assignment has exhausted his/her contract sick leave, accumulated hourly sick leave may be used prior to statutory sick leave.

- f. An employee who claims sick leave may be required to execute a certificate or declaration to the effect that he/she was actually ill or injured on that day(s) before such sick leave may be paid.

Sick leave shall not normally be taken for minor elective or cosmetic surgery. Exceptions may be approved by the district physician.

- g. When the District determines that an employee's health condition may be impairing job performance, Human Resource Services shall have authority to direct the employee to have a medical examination by the district physician, by a District-appointed physician at District

ARTICLE VII - LEAVES OF ABSENCE (continued)

- 1 expense, or by an employee-selected physician approved by the
2 district physician and to be paid by the employee.
3
- 4 h. If a certificated employee under contract does not take the full amount
5 of sick leave allowed in any school year, the amount not used is
6 accumulated from year to year, and accrued sick leave is credited
7 toward time served for retirement purposes.
8
- 9 i. An employee's sick leave record is open to the employee's inspection
10 upon request to the site payroll clerk. Sick leave accumulation shall
11 be reported on each quadriweekly pay warrant.
12
- 13 j. Any bargaining unit member suffering from a catastrophic illness or
14 injury who has exhausted all accrued sick leave may request sick
15 leave donations under the Sick Leave Donation Program. A request
16 to participate is submitted to the employee's principal/site
17 administrator. Procedures for both the receipt and distribution of
18 donated sick leave are provided as part of the Sick Leave Donation
19 Program, which is Appendix F in this contract.
20
- 21 4. **Personal Necessity Leave:** (Use of Sick Leave for personal necessity.)
22
- 23 a. Every employee shall be permitted to use not more than seven (7)
24 days of sick leave per fiscal year for personal necessity (Education
25 Code, Section 44981) consisting of the reasons listed in (1) through
26 (8) below.
27
- 28 (1) Death of a member of the immediate family as defined in
29 Section C.1. above. (This is in addition to normal
30 bereavement leave.)
31
- 32 (2) Accident involving the employee's person or property, or the
33 person or property of a member of the immediate family, as
34 defined in Section C.1. above. Such accident must a) be
35 serious in nature, b) involve circumstances the employee
36 cannot be expected to disregard, and c) require the attention of
37 the employee during assigned hours of work.
38
- 39 (3) Appearance in court as a litigant. (The employee must return
40 to work in cases in which it is not necessary to be absent more
41 than half of the regular workday.)
42
- 43 (4) Appearance as witness under an official order for which salary
44 is not allowed. Each date of necessary attendance under such
45 an order, other than the date specified in a subpoena, shall be

ARTICLE VII - LEAVES OF ABSENCE (continued)

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certified by the clerk or other authorized officer of the court or governmental jurisdiction. In any case in which a witness fee is payable, such fee shall be collected by the employee and remitted to Financial Services. (The employee must return to work in cases where it is not necessary to be absent more than half the regular workday.)

- (5) Paternity. Once the employee has exhausted available personal necessity leave for paternity leave for child bonding/child care as defined in Section C.10 of this Article, any remaining paternity leave shall be subject to Section C.10.
- (6) Illness in the immediate family of the employee as defined in Section C.1. above.
- (7) Home protection in the event of a natural catastrophe, such as flood or fire.
- (8) Compelling Personal Reasons. Maximum of five (5) days per fiscal year upon twenty-four (24) hours prior notice of the absence to the appropriate manager; for business or other activity of serious and compelling personal importance that cannot be conducted before or after the workday. Such absences will not be approved on days immediately before or immediately after a District calendared holiday unless the employee notifies the appropriate manager at least forty-eight (48) hours in advance and provides the job number and the name of the person who has been confirmed to substitute for them.

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

5. **Statutory Sick Leave.** If all regular and cumulative sick leave has been exhausted and a certificated employee under contract continues to be absent on account of illness or accident, the employee shall be entitled to an additional period of five (5) school months (one hundred [100] days) per each illness or accident. Compensation to the employee for each of these one hundred (100) days shall be at a rate of one-half (1/2) of the employee's daily rate. An employee shall not be provided more than one (1) five (5) month period per illness or accident. However, if a school year terminates before the five (5) month period for the same illness is exhausted, the employee may take the balance of the five (5) month period during the subsequent school year. If an employee, having exhausted all available sick leave, continues to be absent on account of illness or accident beyond the five (5) month period

ARTICLE VII - LEAVES OF ABSENCE (continued)

1 and the employee is not medically able to resume the duties of his or her
2 position, the employee, if not placed in another position shall be placed on a
3 reemployment list for a period of twenty-four (24) months if the employee is
4 on probationary status or for a period of thirty-nine (39) months if the
5 employee is on permanent status. The twenty-four (24) month or thirty-
6 nine (39) month period shall commence at the expiration of the five (5)
7 month period. When the employee is medically able during the twenty-four
8 (24) month or thirty-nine (39) month period, the employee shall be returned
9 to employment in a position for which he or she is credentialed and qualified.

10
11 6. **Holidays and Student Vacation Periods:** A schedule of non-paid holidays
12 and student vacation periods shall be as set forth in the school calendar.

13 7. **Industrial Injury and Illness Leave:**

14
15 a. Certificated employees who are absent from duty because of
16 industrial injury or illness and who qualify under the provisions of the
17 workers' compensation insurance law are allowed, for each injury or
18 illness, full salary from the first day of absence to and including the
19 last day of absence for the illness or injury, except that not more than
20 sixty (60) working days of leave are allowed for any one injury or
21 illness. Allowable leave under this Section may not be accumulated
22 from year to year.

23
24 b. Payment on any day during industrial injury or illness, when added to
25 compensation granted an employee under the workers' compensation
26 laws of California, shall not exceed the normal wages for the day's
27 primary assignment.

28
29 c. If an employee is still receiving workers' compensation insurance
30 benefits after entitlement to industrial injury or illness leave is
31 exhausted, he/she shall be placed on regular sick leave, vacation
32 leave, or statutory leave.

33
34 d. Industrial injury or illness leave is reduced by one (1) day for each
35 day of authorized absence, regardless of any compensation paid under
36 workers' compensation.

37
38 e. If the employee is no longer receiving workers' compensation
39 insurance benefits, but is still unable to return to work as determined
40 by the district physician, he/she is then placed on regular sick leave or
41 other leave, as provided by this Agreement.

42
43 When the employee goes on one of these types of leave while
44 receiving workers' compensation insurance benefits, he/she is entitled
45 to only such payment as will provide full pay for the primary
46 assignment when added to workers' compensation insurance benefits.

ARTICLE VII - LEAVES OF ABSENCE (continued)

- 1 f. Before salary payments are made to an employee absent because of
2 industrial injury or illness, a report of the illness or injury must be
3 filed in the office of Risk Management.
4
- 5 g. After expiration of paid leave, an employee who is unable to return to
6 work as determined by the district physician may be granted
7 additional leave without pay for one (1) year. Such leave may be
8 extended for one (1) additional year for sufficient cause.
9
- 10 h. Periods of leave under this regulation, either paid or unpaid, shall not
11 be considered to be a break in the service of the employee, except that
12 days of absence may cause a break in progress toward tenure.
13
- 14 i. An employee receiving benefits under the provision of this regulation
15 may not leave the state of California without the authorization of the
16 Board of Education.
17
- 18 j. During all paid leaves of absence the employee must endorse benefit
19 checks received under state workers' compensation laws to the
20 District. The District will issue to the employee appropriate warrants
21 and payments of wages or salary and shall deduct normal retirement
22 and other authorized deductions. If combined payments under this
23 regulation total less than the normal full salary, as in the case of an
24 employee on statutory leave, the employee is not required to endorse
25 to the District benefit checks received under workers' compensation
26 laws. For income tax purposes, the District will notify employees of
27 the amount of disability income paid to the employee for the year.
28
- 29 8. **Pregnancy-Related Disability Leave.** A leave of absence for pregnancy-
30 related disability shall be granted for the period of time that the employee is
31 physically unable to perform the duties required of her position as certified
32 by her personal physician and approved by the district physician. Pregnancy-
33 related disability leave is charged to sick leave balances; if current,
34 accumulated, and statutory sick leave benefits are exhausted within the
35 period of physical disability, the remaining time that the employee
36 continues on pregnancy-related disability leave shall be in a leave-without-
37 pay status. Additional leave without pay may be granted prior to or following
38 the period of physical disability.
39
- 40 The employee shall notify the appropriate manager of her pregnancy and
41 furnish a doctor's statement which indicates the estimated date of
42 confinement and certifies that the employee's condition permits continued
43 performance of all duties related to her regular assignment. In the event that
44 the employee appears to be unable to continue to perform all duties related to
45 her regular assignment at any time prior to the defined period of disability,

ARTICLE VII - LEAVES OF ABSENCE (continued)

1 the immediate manager may request a review by the district physician of the
2 period of disability.
3

4 The usual period of confinement following the birth of a child is considered
5 to be six (6) weeks. If the employee's condition varies from the usual in that
6 she is able to resume performance of all duties related to her regular
7 assignment at an earlier date (or if it is necessary to extend the leave beyond
8 six (6) weeks), the employee shall present the appropriate manager with a
9 statement from her attending physician which describes her condition and the
10 estimated length of absence. The employee must obtain and furnish
11 appropriate forms from her physician, and deliver them completed by the
12 physician, to her principal or other manager. At least three (3) weeks prior to
13 the estimated date of return to active employment, the employee shall notify
14 the appropriate manager. When the employee is cleared by her personal
15 physician to return to work, she shall submit the required health form to the
16 district physician for review.
17

18 9. **Adoption of a Child.** The District shall grant a leave of absence for the
19 purpose of adopting a child under the age of 18 years.
20

21 a. Adoption leave is charged to sick leave balances. For the first six weeks
22 of adoption leave, the employee may use current and accumulated full-
23 pay sick leave. For the remaining adoption leave, the employee shall use
24 available statutory sick leave benefits at the substitute differential pay
25 [half pay] rate described under Section C.10 of this Article. If statutory
26 sick leave at the substitute differential [half] pay rate is exhausted in the
27 course of this leave, the remaining time the employee continues on
28 adoption leave shall be in a leave-without-pay status. Statutory sick leave
29 used for purposes of adoption leave shall be deducted from the
30 employee's five month allotment of statutory sick leave for the school
31 year in which the leave occurs. If a school year terminates before the 12
32 week adoption leave period is exhausted, the employee may take the
33 balance of the 12 week period in the subsequent school year.
34

35 b. The maximum length of an adoption leave shall be in **twelve (12) work**
36 **weeks.**
37

38 c. In advance of the adoption, the employee shall notify the appropriate
39 manager of the anticipated beginning and ending dates of the absence.
40

41 d. Following the adoption the employee shall provide to the appropriate
42 manager written verification of significant dates in the adoption process.
43

44 10. **Maternity and Paternity Leave for Child Bonding/Child Care**
45

ARTICLE VII - LEAVES OF ABSENCE (continued)

- 1 a. Pursuant to Education Code section 44977.5, when an employee takes
2 maternity or paternity leave under the Family and Medical Leave Act
3 (FMLA) and/or California Family Rights Act (CFRA), he or she may
4 use, concurrently with the unpaid FMLA and/or CFRA leave
5 entitlement, up to 12 workweeks of substitute differential [statutory
6 half pay] leave available under Section VII.C.5. The 12 workweeks
7 shall be reduced by any period of paid sick leave, including
8 accumulated sick leave, taken during a period of maternity or
9 paternity leave pursuant to this Article or CFRA (Government Code
10 § 12945.2).
- 11 b. An employee shall not be provided more than one 12-week period of
12 paid absence per maternity or paternity leave. However, if a school
13 year terminates before the 12-week period is exhausted, the
14 employee may take the balance of the 12-week period in the
15 subsequent school year.
- 16 c. For purposes of this Article, “maternity or paternity leave” means
17 child bonding or child care leave taken within the first 12 months
18 following the birth of a child of the employee or the placement for
19 adoption or foster care of a child by the employee, as provided in the
20 CFRA.
- 21 d. Leave taken under this section shall be in addition to leave taken due
22 to disability caused by pregnancy, childbirth or related medical
23 conditions.
- 24 e. Leave under this section shall include any leave taken under Section
25 VII.C.9 for the adoption of a child.
- 26 11. **Judicial Leave.** A paid leave of absence shall be granted to an employee
27 required to render jury service. If an employee is summoned to appear for
28 jury duty during his/her work year, the employee shall, upon verification of
29 service, be compensated. In the interests of supporting continuity of
30 instruction, both the Association and the District encourage employees to
31 postpone jury duty during non-work days. If an employee receives such a
32 postponement, the District, upon receipt of verification, shall compensate
33 the employee at a rate of \$75 per day for jury duty served during non-work
34 days.
- 35
36 Paid leave shall be granted to an employee required to appear as a witness in
37 a court in a manner prescribed by law, except when required to appear as a
38 litigant, for reasons brought about through connivance or misconduct of the
39 employee, or as a result of current employment outside the Long Beach
40 Unified School District.
41

ARTICLE VII - LEAVES OF ABSENCE (continued)

- 1 The employee shall submit a written request for an approved leave of absence
2 as soon as practical after her/his knowledge of such required service.
3
- 4 Employees who are released from appearance in court as witnesses, jurors, or
5
6 following appearance to explain financial hardship shall report for the
7 balance of the workday, allowing for reasonable travel time.
8
- 9 12. **Educational Meeting Leave.** Upon application and approval by the
10 appropriate manager, an employee may be granted leave of absence with pay
11 to attend a meeting directly related to the employee's job responsibilities.
12
- 13 13. **Sabbatical Leave.** The District shall provide for granting sabbatical leaves
14 of absence to a limited number of full-time employees who have
15 satisfactorily served seven (7) consecutive years and otherwise qualify. An
16 employee eligible for sabbatical leave pursuant to Education Code, Section
17 44967, may make application to the Office of the Assistant Superintendent,
18 Human Resource Services.
19
- 20 a. The applicant who requests sabbatical leave for study must submit a
21 program of study which includes a full academic load as defined by
22 the institution of residence but not less than nine (9) graduate
23 semester units or twelve (12) undergraduate semester units. Within
24 sixty (60) days after returning to duty, the employee must submit a
25 transcript of work completed and grades earned.
26
- 27 b. The applicant who requests a sabbatical leave to travel must submit a
28 detailed statement of a proposed itinerary in one or more foreign
29 countries or travel within the United States. Travel must be related to
30 the school work of the employee on sabbatical leave who shall submit
31 a brief summary of his/her experience.
32
- 33 c. An applicant who requests sabbatical leave shall agree in writing to
34 render a period of service in the employ of the governing board of the
35 District following his/her return from the leave of absence which is
36 equal to twice the period of the leave.
37
- 38 d. Compensation shall be paid to an employee while he or she is on
39 sabbatical leave upon the furnishing by the employee of a suitable
40 bond indemnifying the governing board of the District against loss in
41 the event the employee fails to render the agreed upon service
42 following the return of the employee.
43
- 44 e. No sabbatical leave shall be granted until the Assistant
45 Superintendent, Human Resource Services, is satisfied that a suitable

ARTICLE VII - LEAVES OF ABSENCE (continued)

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provision can be made for carrying on the applicant's work during his/her absence.

- f. The District shall provide for sabbatical leaves not to exceed one-quarter (1/4) of one (1) percent of the total number of bargaining unit members per year. The District may provide for sabbatical leaves not to exceed one-half (1/2) of one (1) percent of the total number of bargaining unit members per year.
- g. Compensation for teachers on leave shall be one-half (50%) of the salary the person would have received had he/she remained in active service.
- h. The District shall pay fifty (50) percent of the employee's health and benefit premiums for the one (1) semester or one (1) year period the employee is on leave.

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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 temporary, 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 182 days;
 - b. Specific certification, experience, and training including but not limited to: Advanced/Finite Math; AP; GATE; TOSA; Special Education Autism, ED, and Transition;
 - c. Special skills in areas which are paid additional assignments; or
 - d. 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 May 1 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.

The District Transfer Committee shall be composed of members appointed by the Association and the District. TALB shall designate: (a) two representatives to each committee, Elementary and Secondary; and (b) one representative representing Special Education to each committee, Elementary and Secondary. The District shall designate: (a) two representatives to the Elementary committee designated by the Elementary Assistant Superintendent; (b) one representative to each committee, Elementary and Secondary, designated by the K-8/Middle Schools Assistant

ARTICLE VIII – TRANSFERS (continued)

1 Superintendent; (c) two representatives to the Secondary committee designated by
2 the Assistant Superintendent of High Schools; and (d) one representative to each
3 committee, Special Education Elementary and Special Education Secondary
4 designated by the Assistant Superintendent Office of School Support Services. The
5 District Transfer Committee shall include members of the Human Resource
6 Services support staff to facilitate the process.
7

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

- 10 a. Employer-Initiated Transfers: Ranked by Permanent,
11 Probationary and Temporary Contract in order of seniority
12 within each group. When possible, placement recommendations
13 shall be made within each group considering the first three
14 preferred school sites in addition to other site preferences
15 indicated on the Request for Transfer application.
- 16 b. Employee Initiated Transfers: Ranked same as above
- 17 c. Return from Leave of Absence: Ranked in order of receipt of
18 Request for Transfer to Human Resource Services.

- 19
- 20 6. To facilitate the staffing process, employees are expected to make known their
21 leave, resignation, or retirement requests by March 1.
22
- 23 7. Instructional Specialists and Nurses whose regular assignments involve travel
24 between two (2) or more District work sites shall be assigned to schedules by the
25 District following opportunity for advisory input as to employee preferences.
26 These employees may request a transfer for all or a part of their assignment. These
27 assignments shall be reviewed by the District Transfer Committee.
28

29 Resource Specialist Program and itinerant teachers shall not be subject to any
30 employer initiated change in assignment during the work year without an
31 opportunity to meet and consult with the appropriate manager regarding the need
32 for the change.
33

34 **B. EMPLOYEE INITIATED TRANSFER REQUESTS:**
35

- 36 1. Lists of known vacancies for the next school year shall be posted in each school no
37 later than March 15. Postings shall be sent to the TALB Office, to each school site
38 for posting on a designated bulletin board in the faculty lounge, and posted on the
39 District's website. Updates of current openings will be posted in March, April and
40 May. Postings in June and July shall be made for information purposes only. The
41 lists shall include (a) the District elementary or secondary school; (b) grade level or
42 subject matter; (c) track or schedule for year-round assignments; (d) other pertinent
43 credential/special certification and/or job description information. TALB shall be
44 sent a copy of each list.
45

ARTICLE VIII – TRANSFERS (continued)

- 1 2. On or before May 1, teachers, nurses, and librarians may submit requests for
2 transfer indicating each position for which they are credentialed and which they
3 would be willing to accept, whether or not that position appears as a vacancy.
4 Such transfer requests shall be made on the appropriate District form. If qualified,
5 those who submit requests will be considered for all applicable positions as they
6 become available through the end of the first seven (7) student days of the
7 following traditional school year.
8
- 9 3. Additional vacancies shall be filled by the District as they occur throughout the
10 spring and summer, up to the end of the first seven (7) student days of the following
11 traditional school year. The District Transfer Committee shall monitor all
12 vacancies until they are filled.
- 13
- 14 4. Factors to be considered for Employee Initiated transfers are contained in Section E
15 of this article.
- 16

17 **C. EMPLOYER INITIATED TRANSFER REQUESTS:**

- 18
- 19 1. Changes in staffing other than those made under Section B. above shall be
20 made whenever the District determines that there is a need (a) to reduce staff
21 because of enrollment loss or discontinuance of a program, grade level, or school
22 closure; (b) to balance a school staff in terms of gender, ethnicity, teaching
23 experience, bilingual needs, magnet programs and/or co-curricular needs. In
24 addition, employer initiated transfers may be made for other factors confidential to
25 the employee and Human Resource Services.
26
- 27 2. When the manager determines the factors related to an employer initiated transfer
28 necessitated by school, segment, or department enrollment loss, he/she shall ask for
29 a qualified volunteer. In the event that no one volunteers, the manager shall select
30 for transfer the temporary contract employee in the school, segment, or department
31 with the least districtwide seniority. If there are no temporary contract employees in
32 the school, segment, or department, the manager shall select the probationary
33 employee who has the least districtwide seniority as a certificated employee. If
34 there are no probationary employees in the school, segment, or department, the
35 manager shall select the tenured employee who has the least districtwide seniority
36 as a certificated employee.
37
- 38 Temporary contract, probationary, and tenured employees may be exempted from
39 employer initiated transfer if the change would adversely affect any of the
40 following: (a) compliance with state and federal requirements; (b) balance of
41 numbers of males and females on faculty/department staff; (c) balance of ethnic
42 minority personnel on staff; (d) ability of the school to continue to staff quality
43 curricular and co-curricular programs.
44
- 45 3. A manager will hold a conference in a timely manner with an employee who is to
46 be transferred at employer request to discuss the reasons for the change. Upon

ARTICLE VIII – TRANSFERS (continued)

1 request, the employee may have an Association staff or site representative present
2 at the conference. The displaced employee shall be given priority consideration and
3 the employee will have the opportunity to submit a transfer request indicating
4 positions for which he/she is appropriately credentialed.
5

- 6 4. Notwithstanding the provisions in C.2. above, employees shall not be subject to
7 transfers at employer request if they are fifty-nine (59) years of age or older, have
8 been transferred at employer request within the previous three (3) years, or have
9 volunteered in writing for transfer to their principal and were transferred in lieu of
10 transfer at employer request.
11
- 12 5. Displaced employees who are transferred shall have the right to return to their last
13 identical assignment if it is reinstated before the end of the seventh student day of
14 the following traditional school year. Reinstatement may only occur as a result of
15 an increase in student enrollment.
16
- 17 6. Factors to be considered for Employer Initiated transfers are contained in Section E
18 of this article.
19

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

- 21
- 22 1. Employees returning from leave shall be assigned in the order their Request for
23 Transfer is received by Human Resource Services.
24
- 25 2. To facilitate the staffing process, employees are expected to make known their
26 leave, resignation, or retirement requests by March 1.
27

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

- 29
- 30 1. One or more of the following factors shall be considered in determining transfers
31 initiated by employees or by the District:
32 (a) Credential(s) including Supplemental Authorization;
33 (b) Compliance with state and federal requirements, including but not limited
34 to Education Code 35036;
35 (c) Department, grade level, or team teaching responsibility in the affected
36 schools;
37 (d) Staffing needs of the schools (gender, ethnicity, teaching experience);
38 (e) Skills, experience, certification, and/or training; and
39 (f) Recommendation of site interview team.
40
- 41 2. When the District determines that the above factors are substantially comparable,
42 seniority in the District as a certificated employee will determine transfers; except
43 that, in cases of equivalent seniority in the District, additional consideration will be
44 given to the employee's length of service at the present school site.
45

ARTICLE VIII – TRANSFERS (continued)

- 1 3. The superintendent of a school district may not transfer a teacher who requests to be
2 transferred to a school offering kindergarten or any grades 1 to 12, inclusive, that is
3 ranked in deciles 1 to 3, inclusive, on the Academic Performance Index if the
4 principal of the school refuses to accept the transfer pursuant to Education Code,
5 Section 35036.
6
- 7 4. Under E.1.f above, a selection process shall be required for specialized positions as
8 defined in section A.4 posted by the District. All individuals who requested a
9 transfer to that position will be given the opportunity to participate in the selection
10 process. Site interview teams, comprised of a majority of unit members, shall
11 provide recommendations for consideration to the site administrator. The site
12 administrator shall make the final recommendations for consideration to the District
13 Transfer Committee(s) in accordance with A.5 above.
14
- 15 5. Any employee is eligible to initiate a transfer request or volunteer for displacement
16 when his/her most recent final evaluation is satisfactory in all areas.
17

18 **F. MISCELLANEOUS PROVISIONS:**

- 19
- 20 1. Employees who are to be transferred shall be given notice of tentative assignment
21 normally prior to the close of the school session year. Those transferred after the
22 close of the school year shall be notified by mail.
23
- 24 2. It may be necessary to make employer/administration initiated transfers or
25 employee initiated transfers during the school year. Such changes shall be
26 made at a time and in a manner that the District determines to be least
27 disruptive to the educational program or support service.
28
29 Employees who are transferred during the school year will be given as much
30 advance notice as possible. Those who so request shall be allowed one (1) day of
31 preparation time and reasonable custodial assistance in moving the employee's
32 materials to the new work location.
33
- 34 3. Employees who are transferred at employer request at the end of the school year
35 shall be given reasonable custodial assistance, upon request, in moving materials to
36 the new location.
37
- 38 4. Employees who are granted their transfer requests shall not be eligible to apply for
39 a subsequent transfer for at least three (3) years except with the consent of the
40 District.
41
- 42 5. An employee who has received an employer initiated transfer and who was not
43 placed in a position he/she requested shall be placed in the first priority grouping of
44 employee initiated transfers for placement in the subsequent year if the employee
45 submits a Request for Transfer.

ARTICLE VIII – TRANSFERS (continued)

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6. Teachers who are assigned to sites with multiple campuses such as Poly/PAAL and Jordan/Jordan Freshman Academy are considered to be assigned to the same site. Movement between the two campuses shall not be defined as a transfer.

G. CALENDAR CHANGES:

1. Teachers transferring within the same fiscal year from a year-round assignment to a traditional assignment shall be expected, through election for additional service, to work the total number of days remaining in the traditional calendar.
2. Teachers transferring from schools on traditional calendars to schools on year-round calendars shall be provided the opportunity to work additional days during their first year of service in the year-round school to assure they earn a full year of State Teachers Retirement System/Public Employees Retirement System service credit. Teachers in year-round schools who change tracks and need to work additional days to assure a full year of state Teachers Retirement System/Public Employees Retirement System service credit shall be provided the same opportunity.
3. As schools convert to year-round calendars, those employees who would prefer the traditional school schedule are encouraged to submit requests to transfer to schools which have not yet converted to year-round. Such requests will receive priority consideration during the transfer and assignment process.

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ARTICLE IX

Safety Conditions of Employment

- 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)

- 1 c. Reimbursement for non-insured value shall be limited to a maximum
2 of \$200 per employee per year.
3
- 4 d. It is the employee’s responsibility to provide reasonable precautions
5 and security for the approved item(s).
6
- 7 2. The District shall provide for the reimbursement of any employee’s watch
8 and other jewelry that was damaged or destroyed as a result of an assault or
9 intervention in a fight while acting within the scope of employment.
10 Reimbursement will be limited to a maximum of \$200.
11
- 12 J. Written District guidance and discipline codes and due process provisions normally
13 will be distributed to and/or reviewed with employees at the first staff meeting of the
14 school year but no later than the end of the fourth week of the school year.
15 Employees shall be responsible for being familiar with these provisions, including
16 the appropriate application of due process for students.
17
- 18 K. When the site administrator has been officially notified that the court has authorized
19 the release of information and such release of information does not violate the legal
20 rights of the individual student, the teacher shall be informed of any student placed in
21 his/her class who has been convicted of a violent crime. The teacher is responsible
22 for maintaining such information in strict confidence.
23
- 24 Pursuant to Education Code Section 49079, the District shall notify the teacher of
25 each pupil who, within the preceding three years, has engaged in acts which violated
26 any of the subdivisions of Education Code section 48900, except for subdivision (h),
27 48900.2, 48900.3, 48900.4 or 48900.7, or that the pupil is reasonably suspected to
28 have engaged in such acts; provided the District has written records of such conduct
29 which it either maintains in the ordinary course of business or which it has received
30 from law enforcement. Any information received by the teacher under this section
31 shall be maintained in confidence, used only for the limited purpose for which it was
32 provided and shall not be further disseminated by the receiving teacher.
33
- 34 L. The District agrees to make available to employees information on the specific
35 statutory provisions referred to in this Article.
36
- 37 M. Affected teachers shall be notified of extensive non-routine maintenance projects to
38 be conducted at the school site. It is the intent of the parties that these projects will
39 be scheduled to be as non-intrusive on the instructional program as is practical.
40
- 41 Operations schedules tree trimming, grass cutting and using blowers; copies of such
42 schedule shall be posted in locations accessible to Bargaining Unit Members. [Note:
43 Such schedules may be impacted by holidays, weather, equipment and emergencies.]
44
- 45 N. It is not the intent of the District to require any non-medical unit member to perform
46 specialized health care services; e.g., tracheotomy care, catheterization, insulin

ARTICLE IX – SAFETY CONDITIONS OF EMPLOYMENT (continued)

1 injections. If the District contemplates a change with respect to this issue, the
2 District and Association shall meet and negotiate the conditions under which such
3 services shall be performed.
4

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

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

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

20 The above is contingent upon all of the following:
21

- 22 1. The employee secures a police report regarding the vehicular vandalism
23 within twenty-four (24) hours of the incident.
24
- 25 2. The damaged vehicle was parked at an appropriate location in a legal manner
26 on or near school district property while the employee was required to be
27 engaged in District business.
28
- 29 3. The employee provides the Risk Management Branch with evidence of the
30 amount of insurance deductible payment actually made by the employee to
31 his/her insurance company.
32
- 33 4. The inclusion of the word “theft” above is temporary to allow the District to
34 evaluate its cost impact. The word “theft” shall be removed from the contract
35 beginning July 1, 2017, unless extended by mutual written agreement of the
36 District and Association.
37

- 38 Q. District Safety Committee: TALB may have the greater of three (3) representatives
39 on the committee or the number of representatives from any non-certificated
40 bargaining units(s). Release time will be provided for those meetings scheduled
41 during duty time.
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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
<u>High School</u>	
English (Drama and Journalism excepted)	35
Foreign Languages, Laboratory Science, Mathematics, and Social Studies	37
Typing	42
Regular Physical Education	54
Music	54
All others	39

The total enrollment in classes assigned to PACE and CIC teachers shall not exceed the five-period total for class maximums established above.

*As an alternative average class size enrollment for each school site in kindergarten and grades 1-3 authorized under Education Code section 42238.02(d)(3)(B)(C)(D), the District and Association agree that the District shall maintain an annual average class enrollment at each school site not to exceed 32:1 for kindergarten and 30:1 for grades 1-3, which shall not be greater than the individual class size maximums of 32 for kindergarten and 30 for grades 1-3 specified in section A above. Any reduced class size in kindergarten and grades 1-3 shall be determined by the

ARTICLE X - CLASS SIZE AND STAFFING RATIOS (continued)

1 District through the Board-adopted Local Control Accountability Plan, which
2 considers schools with the highest concentration of students on the Free and
3 Reduced Lunch Program, English Language Learners, students in foster care, and
4 students classified as homeless, as specified under the Local Control Funding
5 Formula. Other schools may be selected by the Superintendent in collaboration
6 with the Association.

7
8 Annually, the District shall provide TALB with a list of schools selected for class
9 size reduction under these criteria. If at any time the District or the Association
10 learns that compliance with this provision may result in any reduction to its
11 augmentation funding for K-3 Grade Span Adjustment, the District and Association
12 agree to immediately meet and negotiate to bring this Grade Span Adjustment
13 language exception into compliance with the law.

14
15 B. Within a reasonable period of time following assignment, each student will have a
16 work station which is appropriate to the subject being taught.

17
18 C. If at any time during the school year a class is in excess of the class size maximums,
19 it is the intent of the District that a return to maximum will be achieved at the earliest
20 possible date but no later than twenty (20) school days after the date the class
21 enrollment exceeds the contractual maximum. Before any student is assigned to a
22 class in excess of the maximum class size, a manager shall review the assignment
23 with the affected teacher. At the request of the teacher, when class enrollment has
24 exceeded the contractual maximum for ten (10) or more school days, the manager
25 and teacher will meet to review the status of the over maximum situation. The
26 teacher may request TALB representation at the above described meetings.

27
28 D. In implementing these procedures, the principal will equitably assign pupils in excess
29 of the maximum and will upon request, explain the basis for the assignment.

30
31 E. If a teacher consents or requests to teach more than the contract maximum number of
32 students, the District shall not be obligated to reduce the enrollment for that teacher's
33 class.

34
35 F. The special education special day class average for the District (exclusive of adapted
36 physical education) will be a maximum of fourteen (14). No special day class shall
37 exceed a per class maximum of eighteen (18) pupils. On or about the 15th day of
38 October, December, February and April, the Assistant Superintendent, Office of
39 School Support Services, shall meet with the Association to review the special day
40 class average and maximums.

41
42 G. The following provisions shall apply in determining staffing ratios of nurses and
43 librarians.

44
45 1. The District shall determine the level of nurse and librarian service at each
46 school/program site.

ARTICLE X - CLASS SIZE AND STAFFING RATIOS (continued)

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

ARTICLE X - CLASS SIZE AND STAFFING RATIOS (continued)

- 1 I. The maximum class size for Library Service classes in high schools shall be five (5)
2 students per class period and in middle schools three (3) students per class period,
3 unless exceptions are mutually agreed upon by the librarian and site manager.
4
- 5 J. In accordance with Education Code, Section 56363.3, the districtwide average
6 caseload for speech/language specialist teachers shall not exceed fifty-five (55).
7
- 8 K. In the event a Work-Based Learning class fails to maintain a minimum of twenty-
9 five (25), the class may be dissolved and the teacher on special contract shall be
10 released from this specific class assignment. Classes which have maximum
11 enrollments as mandated by the state which are fewer than twenty-five (25) are
12 exempted from this minimum. If enrollment in these classes falls below ninety (90)
13 percent of this state mandated enrollment, the class may be dissolved and the
14 teacher on special contract shall be released from this assignment.
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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 following areas:

- a. Mastery of content
- b. Instructional skills and techniques
- c. Adherence to content standards and curricular objectives
- d. Classroom management
- e. Lesson design and presentation
- f. Assessment of student progress toward established standards
- g. Appropriate learning environment

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 a satisfactory 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.

ARTICLE XI - PEER ASSISTANCE AND REVIEW PROGRAM FOR TEACHERS (continued)

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d. A Summary Report prepared by the Consulting Teacher which shall be provided to the Referred Participating Teacher, the Peer Assistance and Review Panel, and the supervising administrator. A copy of the Summary Report shall be placed in the personnel file of the Referred Participating Teacher and the Summary Report may be reflected in either an interim and/or a final evaluation of the Referred Participating Teacher. Both the interim and the final evaluations of the Referred Participating Teacher shall be completed by the supervising administrator.

3. **Determination of Unsatisfactory Rating.** If an alternative rating system is employed on a pilot basis, the Association and the District shall agree prior to implementation what rating is equivalent to unsatisfactory if, in fact, the term “unsatisfactory” is not used in the pilot rating system.

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

5. **Referred Participating Teacher.** A Referred Participating Teacher is a teacher who has achieved permanent status and who, as a result of either an interim or a final evaluation in which one or more ratings of unsatisfactory have been earned, demonstrates a need for assistance to improve his/her instructional skills and techniques, mastery of content, lesson organization and presentation, adherence to curricular objectives and standards, assessment of student progress toward established standards, suitable learning environment and classroom management.

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

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

ARTICLE XI - PEER ASSISTANCE AND REVIEW PROGRAM FOR TEACHERS (continued)

- 1 6. **Volunteer Participating Teacher.** A Volunteer Participating Teacher is a
2 teacher who has achieved permanent status who seeks to improve his/her
3 teaching performance and requests the Peer Assistance and Review Panel to
4 assign a Consulting Teacher to provide peer assistance. A Volunteer
5 Participating Teacher shall be involved only in the peer assistance component
6 of the program.
7
- 8 7. **Beginning Participating Teachers.** All newly employed classroom teachers
9 possessing a preliminary credential with fewer than two years of fully
10 credentialed teaching experience shall participate in a peer assistance
11 program. In addition, classroom teachers who possess a pre-intern
12 certificate, an intern credential, or an emergency permit shall also participate
13 in a peer assistance program. Beginning Participating Teachers shall only be
14 involved in the peer assistance component of this program.
15
- 16 8. **Consulting Teacher.** A Consulting Teacher is a permanent classroom
17 teacher selected by the Peer Assistance and Review Panel to provide support
18 to a Participating Teacher and/or to assume additional responsibilities
19 determined as appropriate by the Peer Assistance and Review Panel or the
20 District. These responsibilities may include:
21 a. Assistance and guidance to new teachers and/or teacher trainees.
22 b. Assistance and guidance to experienced teachers upon mutual
23 agreement of the parties.
24 c. Staff development activities appropriate for certificated employees
25 and including student teachers.
26 d. Development of curriculum.
27

28
29 **C. PEER ASSISTANCE AND REVIEW PANEL – ORGANIZATION AND**
30 **RESPONSIBILITIES:**

- 31
- 32 1. The Peer Assistance and Review Panel shall be comprised of a majority of
33 teachers. Five (5) permanent classroom teachers shall serve on the Peer
34 Assistance and Review Panel. Teachers participating on the panel shall be
35 selected by the Association. In addition, there shall be four (4) administrators
36 on the panel. These individuals will be selected by the Long Beach Unified
37 School District.
38
- 39 2. If a teacher serving as a panel member is unable to complete his/her term
40 because of any reason, the Association shall appoint another teacher to
41 continue in the position. After the first year of the California Peer Assistance
42 and Review Program, panel members shall upon selection, serve three-year
43 terms.
44
- 45 3. The Peer Assistance and Review Panel shall establish its own meeting
46 schedule. A quorum requires two-thirds (2/3) of the members be present and

ARTICLE XI - PEER ASSISTANCE AND REVIEW PROGRAM FOR TEACHERS (continued)

1 that the majority of those present shall be members of the Association. Such
2 meetings shall take place during the regular workday. Teachers who are
3 members of the panel shall be released from their regular duties to attend
4 meetings. If, in carrying out their responsibilities as members of the panel
5 teachers find it necessary to work beyond their regular workday, they shall be
6 compensated at their additional hourly pay rate.
7

8 4. The Peer Assistance and Review Panel shall be responsible to:
9

- 10 a. Provide annual training for Peer Assistance and Review Panel
11 members.
- 12 b. Establish its own rules of procedure including the method for the
13 selection of a chairperson.
- 14 c. Nominate Consulting Teachers to the governing board for approval.
- 15 d. Notify Consulting Teacher applicants that they have been approved
16 by the governing board.
- 17 e. Approve training and support for Consulting Teachers and
18 Participating Teachers.
- 19 f. Organize and implement a plan for classroom observations of
20 applicants for Consulting Teacher positions.
- 21 g. Participate in classroom observations of applicants for Consulting
22 Teacher positions.
- 23 h. Establish a process for permanent teachers to become voluntary
24 participants in the program.
- 25 i. Receive and approve requests from the coordinator of the New
26 Teacher/Beginning Teacher Support and Assessment Project
27 for assistance in supporting Beginning Participating Teachers.
- 28 j. Provide final approval of assignments of Consulting Teachers to
29 Participating Teachers.
- 30 k. Adopt rules and regulations to accomplish the provisions of this
31 Article. These rules and regulations shall be consistent with the
32 provisions of the Agreement and in the event of any inconsistency the
33 Agreement shall prevail.
- 34 l. Establish an application procedure for those desiring to become
35 Consulting Teachers.
- 36 m. Review the final report prepared by the Consulting Teacher and
37 making recommendations to the governing board regarding each
38 Participating Teacher's progress in the Peer Assistance and Review
39 Program.
- 40 n. Conduct an annual review of Consulting Teachers' performance.
- 41 o. Recommend to the governing board that terms of Consulting
42 Teachers who are not performing effectively not be renewed.
- 43 p. Evaluate annually the impact of the Peer Assistance and Review
44 Program in order to improve the program.
45
46

ARTICLE XI - PEER ASSISTANCE AND REVIEW PROGRAM FOR TEACHERS (continued)

- 1 q. Approve assignment of additional instructional and curricular
2 responsibilities to Consulting Teachers beyond the parameters of the
3 Peer Assistance and Review process.
4 r. Work with the District to draft the preliminary PAR budget; however,
5 the final budget approval authority shall be retained by the District.
6
7 5. All proceedings and materials related to evaluations, reports, and other
8 personnel matters shall be strictly confidential. Disclosure of such
9 information by panel members and Consulting Teachers is appropriate only
10 in the implementation of this Article.
11
12 6. The Long Beach Unified School District shall hold harmless the members of
13 the Peer Assistance and Review Panel and the Consulting Teacher from any
14 liability arising out of their participation in this program as provided in
15 Education Code, Section 44503 (e).
16

17 D. **PARTICIPATING TEACHERS:**

- 18
19 1. **Referred Participating Teachers:**
20
21 a. A Referred Participating Teacher is a teacher with permanent status
22 who as a result of one or more unsatisfactory ratings on his/her
23 interim or final evaluation is referred to the Peer Assistance and
24 Review Panel for assistance and support. This assistance and support
25 shall be designed to strengthen the Referred Participating Teacher's
26 instructional skills, classroom management, knowledge of subject
27 matter, and other aspects of his/her teaching performance identified
28 and approved by the Peer Assistance and Review Panel.
29
30 b. The Peer Assistance and Review Panel shall assign Consulting
31 Teacher(s) to Referred Participating Teachers. Additional Consulting
32 Teachers may be assigned by the Peer Assistance and Review Panel
33 at any time the panel determines a need for additional support exists.
34
35 c. Notwithstanding Article VIII of this contract, Referred Participating
36 Teachers shall not be eligible for voluntary transfer or voluntary
37 reassignment while they remain in the program.
38
39 2. **Volunteer Participating Teachers:**
40
41 a. A Volunteer Participating Teacher is a teacher with permanent status
42 whose most recent interim or final evaluation is satisfactory and who
43 volunteers to participate in the Peer Assistance and Review Program.
44
45 The Volunteer Participating Teacher shall be provided with peer
46 assistance in those areas which are mutually agreed to by the site

1 administrator. The Volunteer Participating Teacher may terminate
2 his/her participation in the Peer Assistance and Review Program at
3 any time.
4

5 b. A Volunteer Participating Teacher may select his/her Consulting
6 Teacher from a list of available Consulting Teachers provided by the
7 Peer Assistance and Review Panel. Any changes in Consulting
8 Teacher assignments after initial choices have been made and
9 approved need to be approved by the Peer Assistance and Review
10 Panel.
11

12 c. Volunteer Participating Teachers shall be involved only in the
13 assistance component of this program. Evaluation shall be carried out
14 by the supervising administrator.
15

16 3. **Beginning Participating Teachers:**
17

18 a. The New Teacher Project shall be the primary provider of assistance
19 and support to Beginning Participating Teachers who possess either a
20 preliminary or intern credential, a pre-intern certificate, or an
21 emergency permit.
22

23 b. The Assistant Director of Professional Development in collaboration
24 with the New Teacher Project Coordinator may request from the Peer
25 Assistance and Review Panel additional help and support for
26 Beginning Participating Teachers from Consulting Teachers. This
27 help and assistance may be individual support, staff development
28 presentations, or other activities which contribute to the professional
29 growth of Beginning Participating Teachers.
30

31 c. Beginning Participating Teachers will only be involved with the peer
32 assistance component of this program. Evaluation shall be carried out
33 by the supervising administrator.
34

35 E. **CONSULTING TEACHERS:**
36

37 1. A Consulting Teacher is a teacher who provides assistance to a Participating
38 Teacher pursuant to the Peer Assistance and Review Program. The following
39 qualifications are required of candidates making application for this position:
40

41 a. The Consulting Teacher shall be a credentialed teacher who has
42 attained permanent status.
43

44 b. The Consulting Teacher shall have substantial recent experience in
45 classroom instruction.
46

ARTICLE XI - PEER ASSISTANCE AND REVIEW PROGRAM FOR TEACHERS (continued)

- 1 c. The Consulting Teacher shall have demonstrated exemplary teaching
2 ability characterized by effective communication skills, strong
3 knowledge of subject matter, and a mastery of a range of teaching
4 strategies necessary to meet the needs of pupils in different contexts.
5
- 6 2. The application process for candidates for Consulting Teachers shall include:
7
- 8 a. Completed application form.
9 b. Statement by the current principal or immediate supervising
10 administrator.
11 c. Statement by at least one other classroom teacher who is familiar with
12 the classroom performance of the applicant. All applications and
13 statements shall be treated with confidentiality.
14 d. All information about Consulting Teacher applications shall remain
15 confidential.
16
- 17 3. Applications for Consulting Teachers shall be approved by a majority vote of
18 the Peer Assistance and Review Panel upon completion of classroom
19 observations.
20
- 21 4. The governing board may meet in closed session to consider the appointment
22 of any nominee to be a Consulting Teacher. The governing board may gather
23 information it deems necessary to evaluate nominees. The governing board
24 may reject any nominations. The final designation of any person as a
25 Consulting Teacher shall be by action of the governing board.
26
- 27 5. Multiple classroom observations will be conducted by members of the Peer
28 Assistance and Review Panel or a selection team appointed by the panel as
29 part of the selection process for Consulting Teachers.
30
- 31 6. Initially, the term of the Consulting Teachers shall be for either one (1) year
32 or two (2) years. Teachers who accept initial assignments may serve in this
33 position for two (2) consecutive terms of two (2) years each following the
34 expiration of the initial term. After initial implementation, terms for
35 Consulting Teachers shall be two (2) years in length and teachers shall not
36 serve in this position for more than two (2) consecutive terms.
37
- 38 7. Consulting Teachers shall be provided release time for the purpose of
39 observing Participating Teachers and meeting with them to plan and provide
40 support and assistance.
41
- 42 8. Upon completion of each school year, the performance of the Consulting
43 Teacher will be reviewed by the governing board. A Consulting Teacher
44 assignment may be terminated if the Peer Assistance and Review Panel
45 determines the Consulting Teacher has not performed his/her duties
46 effectively. A Consulting Teacher not recommended to the Board shall be

ARTICLE XI - PEER ASSISTANCE AND REVIEW PROGRAM FOR TEACHERS (continued)

1 entitled to a conference with the chairperson of the Peer Assistance and
2 Review Panel to be advised of the reasons and he/she may attach a written
3 response to the report which shall be sent to the governing board.
4

5 a. The term of a Consulting Teacher may be renewed for a second
6 consecutive two (2) year term. Renewal shall be initiated and
7 conducted in the same manner as a new application for Consulting
8 Teacher.
9

10 b. If for any reason a Consulting Teacher is unable to complete the
11 duties of the position, the Board of Education may select an alternate
12 teacher from a list approved by the Peer Assistance and Review
13 Panel.
14

15 c. Consulting Teachers who voluntarily request an unpaid leave of
16 absence for a semester or longer for other than health reasons shall be
17 terminated as Consulting Teachers and must reapply for the position.
18

19 9. Responsibilities performed by Consulting Teachers pursuant to this Article
20 shall constitute neither management nor supervisory functions. The
21 Consulting Teachers shall retain all rights of bargaining unit members.
22

23 **F. PEER ASSISTANCE PROCESS:**
24

25 1. The Referred Participating Teacher shall meet with his/her administrative
26 evaluator according to the deadline dates established by Human Resource
27 Services for the purpose of discussing the traditional evaluation policy,
28 procedures, standards, and expectations. The Referred Participating Teacher
29 and the administrative supervisor shall collaboratively develop written goals
30 and objectives within the prescribed timelines.
31

32 2. Consulting Teachers may work individually with Referred Participating
33 Teachers or as a part of a team of Consulting Teachers. Each Referred
34 Participating Teacher shall receive not less than sixty (60) hours of assistance
35 per year from the Consulting Teacher(s) assigned to work with him/her.
36

37 Consulting Teachers shall assist Referred Participating Teachers by
38 demonstrating, modeling, observing, coaching, conferencing, and referring or
39 by other activities which in the professional judgment of the Consulting
40 Teacher would support the Referred Participating Teacher in strengthening
41 his/her skills. A concerted effort shall be made to limit the number of
42 Participating Teachers with whom a Consulting Teacher shall work to two (2)
43 or fewer.
44

45 3. The Consulting Teacher shall meet with his/her assigned Referred
46 Participating Teacher by the end of the fourth week of the school year. The

ARTICLE XI - PEER ASSISTANCE AND REVIEW PROGRAM FOR TEACHERS (continued)

- 1 purposes of this meeting shall be to discuss the Peer Assistance and Review
2 Program, to establish mutually agreed upon performance goals, to begin
3 developing the specific components of a written individualized assistance
4 plan, and to agree to a process for determining the successful completion of
5 the Peer Assistance and Review Program.
6
- 7 4. The Consulting Teacher shall conduct multiple observations of the classroom
8 performance of the Referred Participating Teachers to whom he/she is
9 assigned. The Consulting Teachers shall conduct pre and post-observation
10 conferences with the Referred Participating Teachers.
11
- 12 5. The Consulting Teacher shall monitor the progress of the Referred
13 Participating Teacher to whom he/she is assigned and shall provide written
14 reports no less than once each school month to the Referred Participating
15 Teacher for discussion and review and to the Peer Assistance and Review
16 Panel for the purpose of keeping the Panel apprised of the Referred
17 Participating Teacher's level of performance.
18
- 19 6. The Consulting Teacher shall continue to provide assistance to the Referred
20 Participating Teacher until the Consulting Teacher and the supervising
21 administrator determine the teaching performance of the Referred
22 Participating Teacher is consistently satisfactory or further assistance will not
23 result in satisfactory performance.
24
- 25 7. At least four weeks prior to the deadline date for the submission of the
26 teacher's final evaluation, a copy of the Consulting Teacher's Summary
27 Report shall be given to the Referred Participating Teacher, the supervising
28 administrator, and the Peer Assistance and Review Panel. A copy bearing the
29 signature of the Referred Participating Teacher indicating acknowledgment of
30 receipt shall be retained in the site file.
31
- 32 8. The Referred Participating Teacher may request to appear before the Peer
33 Assistance and Review Panel and to be represented in the meeting by an
34 Association representative.
35
- 36 9. As indicated above, a copy of the Summary Report shall be placed in the
37 personnel file of the Referred Participating Teacher, and the document may
38 be reflected in the final evaluation of the Referred Participating Teacher.
39
- 40 10. Deadline dates for each step in the Peer Assistance and Review process shall
41 be developed by Human Resource Services and agreed to by TALB and
42 distributed to all sites at the beginning of the school year along with
43 evaluation guidelines.
44
45
46

1 **G. ANNUAL STIPEND FOR CONSULTING TEACHERS:**
2

- 3 1. Consulting Teachers shall be provided release time for all activities
4 conducted during the school day related to Peer Assistance and Review. Peer
5 Assistance and Review Consulting Teachers shall receive an annual stipend.
6 This stipend shall not be counted as salary or wages for employer
7 contributions or employee benefits under the State Teachers Retirement
8 System/Public Employees Retirement System.
9
- 10 2. The stipend shall be paid at the calendar quarter. Federal and State income
11 taxes will be deducted from each stipend payment as required by law.
12
- 13 3. The annual stipend shall be prorated if the employee cannot or chooses not to
14 complete the Consulting Teacher duties according to the Peer Assistance and
15 Review Agreement.
16
- 17 4. The annual number of hours of service required of a Consulting Teacher
18 outside the school day shall be one hundred twenty (120).
19

20 **H. CONTINUATION OF THE PEER ASSISTANCE AND REVIEW PROGRAM:**
21

- 22 1. District participation shall be contingent upon receipt by the District of
23 sufficient sums to which it is entitled to pay fully the cost of the program.
24
- 25 2. There will be no encroachment of the general fund of the District to fund the
26 Peer Assistance and Review Program.
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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 at least Satisfactory or Effective. For eligible unit members who do not teach in "core academic" subjects, qualification requirements shall be the same as for teachers of "core academic" subjects. For eligible unit members who are not classroom teachers the District and Association shall review and agree on appropriate comparable criteria.

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

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

ARTICLE XII - EVALUATION PROCEDURE (continued)

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

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

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

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

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

ARTICLE XII - EVALUATION PROCEDURE (continued)

1 five (5) managers selected by the District. The second manager will be
2 credentialed/certified in the credential/subject/special services area of the
3 evaluatee's assignment. The subsequent conference and lesson analysis shall
4 be conducted/developed by both managers.
5

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

17 A joint committee consisting of five (5) unit members appointed by TALB and five
18 (5) administrators shall be convened to review and revise final evaluation forms and
19 lesson analysis forms; the final evaluation forms shall conform to and reflect State
20 Standards and the Lesson Analysis forms shall correlate to the final evaluation forms.
21 The forms, if amended, shall be submitted to the bargaining teams for final
22 negotiation. If meetings are scheduled during the work day the unit members shall be
23 provided released time; if the meetings are scheduled for times after the work day the
24 unit members shall be paid their regular hourly rate.
25

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

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

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

ARTICLE XII - EVALUATION PROCEDURE (continued)

1 Superintendent, Human Resource Services. Unit members may obtain copies of
2 materials in their personnel files and be charged the same rate per page as the District
3 charges the general public.¹ Such materials shall not include those excluded from
4 disclosure under Education Code Section 44031; normally such materials will be
5 provided within ten (10) working days of the request. A representative of the
6 Association at the teacher's request may accompany the teacher in this review. Such
7 review by the employee shall be permitted twice per year before or at the end of the
8 duty day when instructional duties have been completed.
9

10 Negative or derogatory materials will be processed in accordance with Education
11 Code, Section 44031, which states that information of a derogatory nature shall not
12 be entered or filed unless and until the employee is given notice and an opportunity
13 to review and comment thereon. An employee shall have the right to enter, and have
14 attached to any such derogatory statement, his own comments thereon.
15

16 K. **GRIEVABILITY.** Any grievance arising out of the foregoing procedures shall be
17 limited to a claim that the procedure has been violated.
18

19 L. **PARENT/GUARDIAN COMPLAINT.** When a parent or guardian complaint
20 regarding an employee filed pursuant to Education Code, Section 35160.5 is
21 terminated at any level or is not sustained by the Board of Education, the Board shall
22 direct that all written documentation relating to the complaint be destroyed pursuant
23 to procedures provided for in Title V of the California Administrative Code.
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¹ As of December 13, 2007 the rate is twenty-five cents (\$0.25) per page.

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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 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.
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 site manager. If the employee requests, an Association representative may participate with the employee in the informal conference. It shall be the grievant's responsibility to inform the 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 site manager.

1. The statement of the grievance shall be a clear, concise statement of the circumstances giving rise to the grievance, shall include the specific article, section, and paragraph of the contract allegedly misapplied, misinterpreted, or violated, and shall specify the remedy sought.

ARTICLE XIII - GRIEVANCE PROCEDURE (continued)

- 1 2. The immediate manager shall communicate the decision to the employee in
2 writing within ten (10) days after receiving the grievance.
3

4 **D. FORMAL LEVEL – STEP 2:**
5

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

- 12 1. The statement of the grievance shall be a clear, concise statement of the
13 circumstances giving rise to the grievance, shall include the specific article,
14 section, and paragraph of the contract allegedly misapplied, misinterpreted,
15 or violated, and shall specify the remedy sought.
16
17 2. The grievant or the respondent (Superintendent or designee) may request a
18 personal conference regarding the grievance. The respondent shall
19 communicate his/her decision in writing to the grievant within fifteen (15)
20 days of receipt of the appeal or within four (4) days following a conference.
21

22 **E. FORMAL LEVEL – STEP 3:**
23

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

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

- 34 1. The function of the mediator shall be to assist the parties to achieve a
35 mutually satisfactory resolution of the grievance by means of the mediation
36 process.
37
38 2. If a satisfactory resolution of the grievance is achieved by means of this
39 mediation process, both parties to the grievance shall sign a written
40 statement of resolution to that effect, and thus waive the right of either party
41 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
45 Step 3 has been waived, the grievant may request the Association to submit the
46 grievance to arbitration.

ARTICLE XIII - GRIEVANCE PROCEDURE (continued)

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

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

- 9 a. Within ten (10) days of receipt of the Step 4 grievance form,
10 Employee Relations Services and Association staff shall attempt to
11 agree upon a mutually acceptable arbitrator and obtain a
12 commitment from said arbitrator to serve.
13
14 b. In the event that the parties cannot agree upon an arbitrator, within
15 the specified period, a list of seven (7) arbitrators experienced in
16 hearing grievances in public schools shall be requested from the
17 State Conciliation Service or the American Arbitration Association.
18 The parties shall select an arbitrator from this list by alternately
19 striking names. The order of striking shall be determined by
20 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
25 on any sections of this Agreement which were not present in the
26 original grievance, Formal Level - Step 1.
27
28 b. The parties shall attempt to agree upon a statement of the issue(s) to
29 be submitted to arbitration. If the parties cannot agree, the arbitrator
30 shall determine the issue(s) by referring to the written grievance
31 documents.
32
33 c. After a hearing and after both parties have had an opportunity to
34 present written arguments, the arbitrator shall submit a decision
35 within thirty (30) days.
36
37 d. The arbitrator's decision shall be in writing and shall set forth the
38 findings of fact, reasoning, and conclusions on the issue(s)
39 submitted. The arbitrator shall be without power or authority to make
40 any decision which requires the commission of an act prohibited by
41 law or which changes or is violative of the terms of this Agreement.
42 Subject to the limitations specified in Article VI, Section C., it is
43 agreed that the remedy of the arbitrator may include such financial
44 reimbursement as may be necessary to make the grievant whole for
45 any monetary loss resulting from a violation, misapplication, or
46 misinterpretation of the specific provisions of this Agreement.

ARTICLE XIII - GRIEVANCE PROCEDURE (continued)

- 1 e. The decision of the arbitrator shall be submitted to the Association
2 and the Director of Employee Relations Services, and shall be
3 binding upon the parties.
4
- 5 f. If any question arises as to the arbitrability of the grievance, such
6 question will be ruled upon by the arbitrator only after he/she has
7 had an opportunity 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
14 Administration of its responsibilities under Article III, Reserved
15 Rights of the District, except as modified by specific provisions of
16 this Agreement.
17
- 18 b. Issues involving evaluation other than procedures specifically
19 identified in Article XIII, Evaluation Procedures.
20
- 21 4. **Cost of Arbitration:**
- 22
- 23 a. All costs of the services of the arbitrator, including but not limited
24 to, per diem expenses, travel and travel time, and the cost of any
25 hearing room which is not the property of the school district shall be
26 borne equally by the District and the Association.
27
- 28 b. Either party may request that the hearing be recorded. The costs of
29 a certified court reporter shall be paid by the party requesting the
30 reporter and only the party paying for the reporter shall receive a
31 transcript of the hearing. Alternately, both parties may mutually
32 agree to share equally the costs of the reporter, in which case both
33 parties shall receive a copy of the transcript.
34
- 35 c. The grievant and required employee witnesses will be granted
36 released time as necessary to participate in any hearing required by
37 the arbitration process. The release of employee witnesses will be
38 scheduled to minimize classroom disruption.
39
- 40 d. Each party shall bear the expense of the preparation and presentation
41 of its own case.
42
- 43 5. **Expedited Arbitration.** The parties may mutually agree that arbitration
44 may proceed under the expedited Rules of the American Arbitration
45 Association.
46

ARTICLE XIII - GRIEVANCE PROCEDURE (continued)

1 G. MISCELLANEOUS PROVISIONS:
2

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

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bypassed and the grievance brought directly to the appropriate District-level manager.

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.

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ARTICLE XIV

Concerted Activities

- A. Apart from and in addition to existing legal restrictions upon and remedies for work stoppages, the Association, an employee organization as defined in the Act, hereby agrees that it shall not call, sanction, or participate in any strike, walkout, slowdown, or other organized withholding of services during the life of this Agreement. In the event of any strike, walkout, slowdown, or other organized withholding of services, the Association and its officers will take all reasonable steps within their control to end or avert the same upon knowledge of such concerted activity.
- 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.

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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.

ARTICLE XV - EFFECT OF AGREEMENT (continued)

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

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

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

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

a. An approved waiver will be reviewed annually to ensure that the principal, the appropriate assistant/deputy superintendent, the Association, and at least two-thirds (2/3) of affected bargaining unit members who actually vote on the renewal wish to continue the waiver through the next semester or school year, as specified.

b. If during this required annual review the principal and appropriate assistant/deputy superintendent, or the Association do not wish to continue the waiver, or if more than one-third (1/3) of the affected bargaining unit members who actually vote on the renewal do not wish to continue the waiver, the previously waived contract provision will be automatically reinstated in its entirety at the beginning of the next semester or school year, as specified.

c. Except to the extent waived pursuant to this Article, the collective bargaining Agreement will remain in full force and effect and have full application to the bargaining unit employees who are affected by an approved site waiver.

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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.

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ARTICLE XVIII

Term of Agreement

- A. **Extend the term of the certificated collective bargaining agreement through June 30, 2018 with reopeners for 2016-2017 and 2017-2018 on Article VI and three articles selected by each party.**

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APPENDIX A

Calendars

The Long Beach Unified School District and the Teachers Association of Long Beach shall collaborate in the development of both traditional and year-round (60/20 and 60/15) calendars for the years 2016-2017, 2017-2018, 2018-2019. These calendars shall be agreed to by March 31, 2016. Each unit member will receive a copy of the applicable school calendar annually.

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APPENDIX B

Salaries

Salary:

5% increase to bargaining unit salary schedules, stipends, and rates of pay retroactive to July 1, 2015.

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

APPENDIX B – SALARIES (continued)

1 contract for fifty (50) percent or more of the total school year or a
2 full semester; has worked as a substitute teacher for one hundred
3 thirty-five (135) days in one (1) school year; or has a combined
4 service of one hundred thirty-five (135) days in one (1) school year
5 under contract as a substitute or hourly teacher, credit will be given
6 for one (1) year of experience.
7

8 b. **Adjustment for Previous Experience.** Official Verification of
9 satisfactory K-12 credentialed teaching experience must be provided
10 within the first three years of employment with the District. If an
11 employee is hired by September 1 of the first year of employment,
12 verification must be received in Human Resource Services by
13 November 1 and salary schedule placement adjustment is retroactive
14 to the beginning of that duty year. If verification is received after
15 November 1, salary schedule placement adjustment will be effective
16 the following pay period.
17

18 If an employee is hired after September 1 of the first year of
19 employment, verification must be received in Human Resource
20 Services within sixty (60) calendar days of initial date of
21 employment and salary placement adjustment is retroactive to the
22 initial date of employment.
23

24 c. **Career Increments.** An employee who has not previously been
25 employed by the District in a certificated assignment who has five or
26 more years of previous teaching experience as defined in this
27 Appendix will be granted exactly five years of credit toward
28 attainment of the twenty, twenty-five, and thirty year career
29 increments. The maximum of five years of credit will be granted
30 regardless of which step the new employee has attained on the salary
31 schedule. In addition to the maximum credit, an employee who has
32 been previously employed by the District and who returns to a
33 certificated assignment in the District shall be granted credit toward
34 attainment of career increments only for those years of service
35 served previously in the employ of the District.
36

37 2. **Experience Other Than Teaching:**
38

39 a. In evaluating an applicant's experience other than teaching, the
40 District may allow a maximum of four (4) steps on the salary
41 schedule when this experience will contribute directly to the
42 effectiveness of the employees major assignment for which the
43 applicant is being considered. Two (2) years of experience under
44 this provision are evaluated as equal to one (1) step on the salary
45 schedule. This experience cannot be concurrent with credit for
46 teaching experience, but part-time work experience might be

APPENDIX B – SALARIES (continued)

- 1 combined with part-time teaching. Verification of not less than
2 eleven (11) months of consecutive work of not less than twenty (20)
3 hours per week may be computed as the equivalent of one (1) year
4 toward the two-for-one requirement for work experience credit. In
5 computing work experience on more than one (1) job, any
6 interruption of service beyond one (1) month shall break the
7 consecutive requirement, unless the prospective employee returns to
8 the same position, with the same employer, within six (6) months
9 without having been gainfully employed by another employer
10 during that time. Partial years of credit are not additive.
11
- 12 b. Nurses and school librarians are given one (1) year of credit for one
13 (1) year of full-time work experience in a non-school setting as a
14 nurse or as a librarian.
15
- 16 c. In addition to the current rules for salary schedule placement
17 purposes, for purposes of initial placement on the salary schedule,
18 qualified speech/language/pathologists/specialists hired on or after
19 July 1, 2006 to work in speech and language positions shall be
20 allowed one step on the salary schedule for each year of verified
21 work experience as a speech/language/pathologist/specialist in a
22 non-school setting.
23
- 24 d. **Military Service.** Military Service is credited as prior teaching
25 experience only if the applicant actually taught while in the service
26 in the field for which he/she is to be employed.
27
- 28 e. Adjustment for previous experience official verification of service
29 described in A.2.b. and A.2.c. of the Appendix must be provided
30 within the first three years of employment with the District. If an
31 employee is hired by September 1 of the first year of employment,
32 verification must be received in Human Resource Services by
33 November 1 and salary schedule placement adjustment is retroactive
34 to the beginning of that fiscal year. If verification is received after
35 November 1, salary schedule placement adjustment will be effective
36 the following pay period.
37
- 38 If an employee is hired after September 1 of the first year of
39 employment, verification must be received in Human Resource
40 Services within sixty (60) calendar days of initial date of
41 employment and salary placement adjustment is retroactive to the
42 initial date of employment.
43
- 44 3. **Tentative Salary Placement.** Applicants who are considered favorably are
45 asked to sign a statement relative to initial/tentative salary placement that is
46 mutually agreeable at the time of employment. Signing the “Tentative

APPENDIX B – SALARIES (continued)

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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

APPENDIX B – SALARIES (continued)

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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

APPENDIX B – SALARIES (continued)

1 five percent (5%) annually (pro-rated over QWs) so long as they remain
2 assigned as a speech/language/pathologist/specialist. Holders of the
3 Specialist Instruction Communication Handicapped Credential with a valid
4 California Speech Pathology license must submit proof of licensure to
5 Human Resource Services within sixty (60) days of renewal. The stipend
6 does not apply to noncredentialed speech/language/pathologist/specialists.
7

8 7. The following equivalents will be granted for salary purposes:
9

10 a. Equivalent to a Bachelor's Degree:

- 11 (1) P.H.N. held by nurses;
12 (2) R.N. plus a Bachelor's Degree held by nurses;
13 (3) Designated Subjects Credential with specialization in
14 Vocational Trade and Technical Teaching, full-time;
15 (4) Designated Subjects – Vocational Trade and Technical,
16 preliminary;
17 (5) Assignment in a qualified Vocational Education Program
18 for not less than forty (40) percent time is required for those
19 qualifying under (3) and (4).
20

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

- 22 (1) Bachelor's Degree plus P.H.N. held by nurses;
23 (2) Bachelor's Degree plus a Bachelor's Degree in Library
24 Science (regardless of the number of units) held by
25 librarians;
26 (3) Designated Subjects Credential with specialization in
27 Vocational Trade and Technical Teaching, full-time, plus
28 twenty-two (22) units cleared, or Associate Degree or sixty
29 (60) units equivalent, not cleared;
30 (4) Designated Subjects – Vocational Trade and Technical,
31 preliminary, plus twenty-two (22) units cleared;
32
33 (5) Assignment in a qualified Vocational Educational Program
34 for not less than forty (40) percent time is required for those
35 qualifying under (3) and (4).
36

37 c. Equivalent to a Master's Degree:

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

APPENDIX B – SALARIES (continued)

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

APPENDIX B – SALARIES (continued)

- 1 9. An employee who is on a leave of absence may take a full academic course
2 load of advanced work at an accredited college or university. These courses
3 shall be acceptable for salary credit at the time the employee returns from
4 leave.
5
- 6 10. Travel in the United States or in foreign lands is not credited for
7 advancement unless credit for the travel has been granted by a college or
8 university recognized by the California State Department of Education.
9
- 10 11. After the Bachelor’s Degree, courses for upgrading on the salary schedule
11 must be of upper division or graduate standing. After election to the
12 District and after the Bachelor’s Degree, exceptions may be made for prior-
13 approved lower division transfer credit courses and post-baccalaureate
14 professional courses provided they are related to the present assignment of
15 the employee. The granting of salary credit to any employee for such
16 courses will be limited to a maximum of nine (9) semester hours during the
17 entire time of the employee’s service with the District. Request for
18 exceptions must be received by Human Resource Services six (6) weeks
19 prior to the first day of attendance in the course and be approved by the
20 Deputy Superintendent, Human Resource Services, following review by the
21 Educational Mission: Innovation Advancement Committee (EM:IAC).
22
- 23 Denials of salary credit under the provisions of this Section may be
24 appealed by the individual employee to Human Resource Services. Appeals
25 shall be reviewed by the Educational Mission: Innovation Advancement
26 Committee (EM:IAC) who shall recommend appropriate action to the
27 Deputy Superintendent, Human Resource Services.
28
- 29 Each university has a transcript key which categorizes courses by the number
30 series. If the university classifies a course using the term “professional,” but
31 does not specify it as “professional course for educators,” then the District
32 will not be able to grant salary credit unless prior District approval is
33 obtained (as noted in B.11). Any courses taken prior to employment with the
34 District shall not qualify for salary schedule placement advancement unless
35 as otherwise provided in the negotiated agreement.
36
- 37 12. Upper division, graduate level or qualifying professional units will apply
38 towards salary schedule placement advancement with the submission of
39 official transcripts. “Qualifying professional units” refers to coursework that
40 meets one of the following requirements: 1) Professional coursework that is
41 required for a credential or certificate (i.e., CLAD, BCLAD) issued by the
42 California Commission on Teacher Credentialing (“CCTC”); or 2) Upper
43 division or graduate level courses which are designated as professional
44 courses for educators by the accredited college or university.
45

APPENDIX B – SALARIES (continued)

- 1 13. Exceptions to the requirement that all course work units must be taken at an
2 accredited college or university may be made by action of the Educational
3 Mission: Innovation Advancement Committee (EM:IAC) with the approval
4 of the Deputy Superintendent, Human Resource Services. This committee is
5 empowered to grant credit on the salary schedule for successful completion
6 of in-service courses offered by the Long Beach Unified School District
7 which (a) involve attendance at sessions equivalent in time to college or
8 university courses at the same unit value, (b) involve participation and
9 related work equivalent to that required in college or university courses of
10 the same unit value, (c) provide needed in-service opportunities not
11 otherwise readily available, and (d) are found by the committee to be in the
12 best interest of the instructional program of the District.

13
14 **C. SALARY INCREMENTS:**

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

APPENDIX B – SALARIES (continued)

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

- 2 1. Employees in full-time contract positions shall not, during the period of time
3 covered by the contract, engage in other gainful occupations which impair the
4 efficiency and character of the school service rendered.
5

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

- 7
8 1. **During School Time.** Teachers will be released from their school
9 assignment and scheduled for six-hour work days. Substitute teachers will
10 be provided.
11

- 12 2. **During Vacation Time.** Teachers serving as curriculum planners and
13 writers will be employed for a maximum of six hours per day and paid per
14 hour at their regular contract daily salary rates divided by eight (8).
15

- 16 3. **Individual Writing Projects.** When an individual is able and willing to
17 prepare a curriculum guide on one's own time during off-duty hours, that
18 person may be elected to receive a lump sum honorarium or extra
19 compensation for additional duties. Such extra compensation will vary with
20 the magnitude of the projects.
21

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

- 23
24 1. When a stipend is paid for participation in an in-service activity, the hourly
25 rate shall be in accordance with salary schedule No 80A.
26

27 The only exception to this standard rate will be a specified in-service
28 participation rate which is mandated by an agency other than the LBUSD as
29 part of an approved grant or other specially funded program.
30

- 31 2. When a stipend is paid for serving as a presenter outside of the workday at
32 an inservice activity, the hourly presenter or the regular hourly rate,
33 whichever is higher. This rate includes documented and pre-approved
34 preparation time outside of the workday for the planning of new
35 presentations. This planning time shall also be paid at the same rate.
36

37 The only exception to this standard rate will be a specified presenter rate
38 which is mandated by an agency other than the LBUSD as part of an
39 approved grant or other specially funded program.
40

41 The hourly presenter rate will be adjusted by the same percentage as the
42 average negotiated salary increase.
43

- 44 3. There is no obligation to offer a stipend for participation in or presentation
45 of an in-service activity.
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APPENDIX B – SALARIES (continued)

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

G. REGULATIONS GOVERNING PAYMENT FOR ADDITIONAL ASSIGNMENTS:

1. Compensation for extracurricular assignments is based on the level of responsibility involved and the time commitment the employee must make to assure the successful participation of students. Compensation is provided in the form of a stipend paid on a quarterly basis during and occasionally subsequent to the conclusion of the activity for which the employee is providing instruction, direction, and/or coaching. Specific stipend amounts are provided in Salary Schedule S which is distributed under separate cover.
2. In those sports where the team or individual team members advance to championship post-season CIF competition, all employees providing instruction, direction, and/or coaching shall be paid at a daily rate set up to and including the last day of student participation. In certain sports, post-season competition may require the continued participation of students under the direction/supervision of the band director and/or the drill team and pepster advisors. Daily rates for employees providing instruction, direction, and/or coaching during periods of CIF post-season competition are also provided in Schedule S.
3. The newspaper sponsor shall be paid .10 of the annual stipend listed in Schedule S per issue not to exceed the total amount of that annual stipend.
4. When a certificated employee accepts an additional compensation assignment, it is not intended that the assignment should be a bar to accepting from the school district additional hourly employment. Earnings from the employment in excess of his/her contract must not be greater than he/she would have received at the maximum hourly rate for the year at the maximum number of hours permitted (six [6] hours per week); further, the additional employment must not interfere with regular contract duties and must bear the approval of the principal. (School district work on Saturdays and on vacation days is excluded.)
5. Payment of compensation is to be made on a quarterly basis during or subsequent to the period in which the activity is in progress.
6. In cases of absences for a few days only, the work for which additional

APPENDIX B – SALARIES (continued)

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compensation is being paid will await the return of the regular teacher, except for the middle school playground program. In cases of lengthy absences, where it becomes necessary for a replacement service employee to carry on those duties for which additional compensation is allowed, the 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.

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4 **APPENDIX C**

5 **Paperwork, Reporting Student Data, and Utilization of Technology**

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7 The Long Beach Unified School District and the Teachers Association of Long Beach
8 agree to address the Association's issues pertaining to paperwork, reporting student data,
9 and utilizing technology in a collegial and collaborative manner. Both the District and
10 Association agree that the "Elementary Committee for Paperwork Management" be
11 charged with the responsibility of formulating responses to these issues and developing/
12 implementing appropriate interventions and procedures.

13
14 The Teachers Association of Long Beach and the District shall jointly review the success
15 of the interventions and procedures on an annual basis and make recommendations for
16 refinement of same, as needed, to the Superintendent and TALB Executive Director.

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19 Ratified 02.04.2003
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APPENDIX D

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National Board Certification

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

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1. The District and the Association shall collaboratively support and participate in recruitment of candidates for National Board Certification.
 2. Applicants must possess a baccalaureate degree from an accredited institution and a clear credential and have at least three years of successful classroom teaching experience.
 3. Applicants shall have three letters recommending acceptance into the pre-candidacy program. At least one should be from an administrator who is familiar with the applicant's teaching performance; the remaining letters of recommendation may be requested from individuals chosen by the applicant who are familiar with the applicant's performance in the classroom.
 4. Applicants must sign an agreement to participate in a pre-candidacy support program which will require attendance at a minimum of one (1) meetings each month over a six (6) month program. Participants will be provided release time for required meetings held during the school day.
 5. A National Board Certification Oversight Committee shall be formed consisting of three (3) classroom teachers selected by the Association and three (3) administrators. Members of this committee shall select a chairperson and develop an agenda which is responsive to their areas of responsibility. The responsibilities of this committee shall include approval of training and assistance provided in both pre-candidacy and candidacy support programs and monitoring the progress and level of commitment demonstrated by program participants. At the conclusion of the pre-candidacy program, the Oversight Committee shall approve or disapprove advancement of participants from pre-candidacy to candidacy status.
 6. The initial assessment fee for National Board Certification is currently \$2,200. Following approval by the Oversight Committee for National Board Certification, all candidates shall apply to the California State Department of Education to participate in the Candidate Subsidy Program. Limited federal funding is available through this program in the amount of a \$1,000 subsidy. While all candidates may not be awarded this subsidy, it is the goal of both the District and the Association to minimize the cost of assessment fee expense to the District by making maximum utilization of available alternative resources. For participants who are advanced to the District Candidacy Program for National Board Certification, the District shall

APPENDIX D - NATIONAL BOARD CERTIFICATION (continued)

- 1 provide compensation for all initial assessment fee expenses and one retake in a
2 section not funded by alternative resources.
3
- 4 7. Following approval by the Oversight Committee for National Board Certification and
5 before beginning the District Candidacy Program, participants shall sign a Statement
6 of Intent in which they agree to render two (2) years of service in the employ of the
7 District following completion of the National Board Certification process. In
8 addition, the employee shall furnish a suitable bond indemnifying the governing
9 board of the District for an amount equal to the initial assessment fee expenses
10 incurred in the event the employee were to resign from the District before this two
11 (2) year period has elapsed.
12
- 13 8. The candidacy program for teachers approved for participation in the National Board
14 Certification process shall be one (1) year in length. Participation may be extended
15 for a second year based on the recommendation of the Oversight Committee for
16 National Board Certification and the approval of the Assistant Superintendent,
17 Curriculum, Instruction, and Professional Development.
18
- 19 9. Candidates participating in the National Board of Certification process shall be
20 provided technical and pedagogical support by the District designed to prepare and
21 assist candidates working toward successful completion of required component tasks
22 within the certification process.
23
- 24 10. Candidates who achieve National Board Certification shall receive additional annual
25 compensation at a rate of five (5) percent of the base salary.
26
- 27 If teachers holding National Board Certification choose, they may serve as
28 designated master teachers under the direction of the Assistant Superintendent,
29 Curriculum, Instruction, and Professional Development. In this role teachers shall be
30 expected to provide sixty (60) hours of service outside the employee's regularly
31 assigned work year. Service shall be in one or more of the following areas:
32
- 33 a. Assistance and guidance to new teachers and/or teacher trainees.
34 b. Assistance and guidance to experienced teachers upon mutual agreement of
35 the parties.
36 c. Professional development activities.
37 d. Curriculum development.
38
- 39 Employees who accept designated master teacher status and whose most recent final
40 evaluation is effective in all areas shall receive additional compensation at a rate of an
41 additional five (5) percent of the base salary. Such additional compensation shall be
42 provided for the duration of National Board Certification and shall be counted as
43 salary or wages for employer contribution or employee benefit under the State
44 Teachers Retirement System/Public Employees Retirement System. Federal and
45 state income taxes will be deducted from additional compensation as required by law.
46

APPENDIX D - NATIONAL BOARD CERTIFICATION (continued)

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

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APPENDIX E

Structured Leadership Roles

The Long Beach Unified School District and the Teachers Association of Long Beach agree that a variety of structured leadership roles shall be made available to bargaining unit members. Structured leadership roles allow classroom teachers opportunities to draw on their expertise in curriculum and instruction and to develop and hone leadership skills that enhance their abilities to share this knowledge with colleagues. The District and the Association agree to support these structured leadership positions which are described in this memorandum, the procedures for selection of candidates for these positions, the monitoring and assessment of individual performance, and the determination of limits on the length of time that an incumbent may be assigned to such a position.

Curriculum, Instruction, and Professional Development

The Office of Curriculum, Instruction, and Professional Development offer several positions in the areas of curricular and/or instructional leadership. These positions are designated as either Curriculum Leaders. Certain positions are fifty (50) percent positions and the remainder of these individuals' workdays shall be spent as classroom teachers. Individuals serving in a fifty (50) percent position shall not be provided a conference period as part of the assignment. Other individuals shall be assigned on a one hundred (100) percent basis. Determination as to whether a position shall be fifty (50) percent or one hundred (100) percent shall be made by the Assistant Superintendent for Curriculum, Instruction, and Professional Development. Responsibilities of Curriculum Leaders are identified and listed on the attached job descriptions. Selection of candidates, and monitoring and assessment of individual performance shall be conducted by the Assistant Superintendent of Curriculum, Instruction, and Professional Development or his/her designee. The continuation of a candidate in this type of position shall be reviewed and determined on an annual basis by the Assistant Superintendent of Curriculum, Instruction, and Professional Development.

Teachers serving in any of the structured leadership roles identified in this memorandum shall be compensated according to the provisions of Schedule V in the Certificated Non-Management Salary Schedules. Schedule V is provided immediately below for reference purposes.

Schedule V
Additional Amount
Leadership Differentials

	10.40 QW	13.00 QW
	<u>School Month Basis</u>	<u>Year-Round Basis</u>
Step A	109.21	87.36
Step B	218.43	174.75
Step C	655.32	524.27

APPENDIX E - STRUCTURED LEADERSHIP ROLES (continued)

1 The positions listed below are Curriculum Leader assignments. The number of positions
2 and the specific content areas of expertise may be reviewed, modified, eliminated, or
3 expanded by the Assistant Superintendent of Curriculum, Instruction and Professional
4 Development based on the needs of the District.

- 5 1. Science/Step C
- 6 2. World Language/Step C
- 7 3. Physical Education/Step C
- 8 4. Art (50 percent)/Step C
- 9 5. Music (50 percent)/Step C
- 10 6. Education Technology Step C
- 11 7. Health (50 percent)/Step C
- 12 8. History/Social Science/StepC
- 13 9. Special Education/Step C
- 14 10. Library Services/ Step C
- 15 11. College and Career Readiness/Step C

16
17
18 In addition to their regular teaching salary, teachers in these positions receive a stipend in
19 the amount indicated in Step C in the Salary Schedule V.

20
21 Special Education Leadership Positions

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

25
26 The Teachers Association and the Long Beach Unified School District shall jointly review
27 the success of structured leadership role assignments on an annual basis. Recommendation
28 for refinement of procedures and modifications in policy will be forwarded to the Assistant
29 Superintendent of Special Education.

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35 Ratified 12.11.15
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APPENDIX F

Sick Leave Donation Program

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

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.

APPENDIX F – SICK LEAVE DONATION PROGRAM (continued)

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

Guidelines for Donor Participants:

1. Any member of the bargaining unit who has available monthly sick leave balances may donate to an employee who is in need of extended sick leave. The required minimum donation shall be one day (eight hours).
2. Employees who are not members of the bargaining unit may also donate to the employee who is in need of extended sick leave, but under the provisions of this program, employees who are not members of the bargaining unit will not be eligible to draw such leave.
3. If an employee wishes to contribute more than one day, he/she may donate up to a total of five (5) days per year to a specific employee who has been authorized for extended

APPENDIX F – SICK LEAVE DONATION PROGRAM (continued)

1 sick leave. Employees donating more than one (1) day must have a balance of twenty
2 (20) days of accrued monthly sick leave at the time of donation.

- 3
4 4. Donating employees must acknowledge in writing the donation is voluntary,
5 irrevocable, and confidential and this written acknowledgement must be submitted to
6 the Director of Payroll. Leave donated within the provisions of this program shall be
7 deducted from the employee's accrued monthly sick leave days only.
8
9

10 **Application and Approval Process for Extended Sick Leave:**

- 11
12 1. In the event a bargaining unit employee suffers a catastrophic illness or injury, he/she
13 shall notify his/her immediate supervisor or the payroll clerk at his/her work site as to
14 the reason for his/her absence and identify said reason as a catastrophic illness or
15 injury. A *Request to Participate in Sick Leave Donation Program*, shall be submitted
16 by the affected employee to his/her principal/site administrator or his/her designee
17 before paid sick leave is exhausted. Medical verification of the catastrophic illness or
18 injury shall be provided by the requesting employee at the time the *Request to*
19 *Participate in Sick Leave Donation Program* form is submitted.
20

21 In the event the unit member is personally unable to request this extension of sick
22 leave, the unit member's designee may make the request on behalf of the applicant.
23

- 24 2. The principal/site administrator, or his/her designee, shall, within three (3) working
25 days of receipt of the *Request to Participate in Sick Leave Donation Program* form
26 and medical verification, review and fax and/or electronic mail both, along with a
27 recommendation for approval/ disapproval, to the appropriate Assistant/Deputy
28 Superintendent or his/her designee, who shall be responsible for the final decision to
29 approve or deny the employee's request. Final approval or denial will be made and
30 faxed to the principal/site administrator or his/her designee within three (3) working
31 days following receipt in the office of the Assistant/Deputy Superintendent.
32

- 33 3. The principal/site administrator or his/her designee shall, within three (3) working days
34 following notification of final approval, circulate by means of fax and/or electronic
35 mail the *Donation of Sick Leave Hours* form to all schools and offices with a request to
36 employees to donate sick leave days to the employee in need. The name of the
37 employee shall be included in that request.
38

- 39 4. In the event the principal/site administrator or his/her designee receives notification the
40 *Request to Participate in Sick Leave Donation Program* form has been denied by the
41 Assistant/Deputy Superintendent, the principal/site administrator or his/her designee
42 shall within three (3) working days notify the requesting employee or his/her designee
43 of this decision.
44
45
46

APPENDIX F – SICK LEAVE DONATION PROGRAM (continued)

- 1 5. Upon being informed of a need for a sick leave donation and having decided to make a
2 donation, donor employees shall submit the *Donation of Sick Leave Hours* form
3 directly to the Director of Payroll.
4
- 5 6. Upon receipt of the *Donation of Sick Leave Hours* forms from the donor employee, the
6 Director of Payroll shall be responsible for processing these forms. This task shall
7 include:
8
 - 9 a. Verifying that prospective donors have sufficient sick leave balances to allow
10 for the donation indicated by the employee.
11
 - 12 b. Crediting the receiving employee with donated sick leave. Donated sick leave
13 will be provided in increments of no more than forty (40) total work days at
14 any one time.
15
 - 16 c. Maintaining a record of the names of donors, the number of days each
17 employee has donated, and the dates the *Donation of Sick Leave Hours* have
18 been received.
19
 - 20 d. Monitoring receiving employees' extended sick leave balance to ensure that
21 donated leave transferred does not exceed the total number of days in the
22 receiving employees' regular work year.
23
 - 24 e. Notifying payroll clerks and employees at those work sites/schools to which
25 donors are assigned that donations have occurred and that donor employee sick
26 leave balances need to be adjusted accordingly on records at the work
27 site/school.
28
 - 29 f. Notifying the payroll clerk at the work site/school to which the receiving
30 employee is assigned that the employee has received an initial extended sick
31 leave increment of up to forty (40) days. In the event that additional
32 increments are provided, a similar notification shall be communicated to the
33 payroll clerk.
34
- 35 7. Donated sick leave days will be distributed to the recipient by the Payroll Department
36 in increments of 40 days (320 hours) assuming that the number of days donated total
37 forty (40) or more. If less, the final increment shall reflect the balance of those days
38 donated.
39
- 40 8. If the requesting recipient exhausts all paid sick leave before final approval is secured
41 and is placed on statutory leave before the sick leave donation is approved, statutory
42 leave charged to the employee shall be restored upon determination of approval and
43
44 days previously charged to statutory leave shall be charged to the sick leave donation
45 program.
46

APPENDIX F – SICK LEAVE DONATION PROGRAM (continued)

- 1 9. If the total number of days which are donated to a specific employee is not used by
2 that employee, the balance of unused days shall be transferred to a designated sick
3 leave depository. Depository records will be maintained by the Director of Payroll,
4 and these records shall be available for review by TALB upon request. Days carried
5 over will be available to recipients whose requests are approved at a later date.
6
- 7 10. Receipt of extended sick leave benefits under this program shall delay the beginning of
8 the period of eligibility for statutory leave. The employee will become eligible for
9 statutory leave after all extended sick leave has been exhausted.
10
- 11 11. The maximum number of days which may be designated for an employee's use at one
12 time shall be forty (40). If the recipient needs additional days or if the number of days
13 initially donated is less than forty (40), the principal/site administrator shall renew the
14 appeal for additional days immediately prior to the depletion of the original donation.
15
16

17 **Grievance Proceedings**

- 18
- 19 1. This provision shall supercede any obligation of the District under Education Code
20 Section 44043.5.
21
- 22 2. If any part of this provision is held to be unlawful, the entire provision shall be null
23 and void. TALB and the District shall meet as soon as possible to review and revise
24 the provisions.
25
- 26 3. The provisions of this Section and the final decisions regarding approval or
27 disapproval shall be subject to the Grievance Procedure under Article XV of the
28 Agreement.
29
30
31

32 **Evaluation of the Program**

33

34 This program will be reviewed and re-evaluated by the Office of Employee Relations Services
35 and the Teachers Association of Long Beach (TALB) at the conclusion of one year of
36 implementation. The parties may agree to modifications in the program. Any major revision
37 or adoption of new language shall be discussed within the context of successor salary
38 negotiations between the District and the Association.
39
40
41

42 Ratified 02.04.2003
43
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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

APPENDIX G – DISTRICT INTERNET AND ELECTRONIC MAIL GUIDELINES
AND PROCEDURES (continued)

- 1 • Reposting or forwarding without the permission of the sender a message sent to you
- 2 privately which is of a confidential nature or one clearly designed to be read by a
- 3 limited number of selected recipients
- 4 • Posting chain letters or engaging in “spamming” – i.e., sending an annoying or
- 5 otherwise unnecessary message to a large number of people
- 6

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

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

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

36
37 This does not preclude Technology and Information Services staff from maintaining and
38 monitoring system logs of user activity which access District technology systems.
39 Moreover, automated searches for activities that endanger system security or integrity are
40 preformed regularly to protect all users. Technology and Information Services
41 administrators may take appropriate action in response to detection of such activity
42 (typically removal of infected files and possibly suspension of the user’s accounts until the
43 matter can be resolved).

44
45 Use of District technology systems may be revoked at any time for inappropriate use. The
46 Technology and Information Services Branch, in collaboration with school administration,

APPENDIX G – DISTRICT INTERNET AND ELECTRONIC MAIL GUIDELINES
AND PROCEDURES (continued)

1 will be the sole determiners of what constitutes inappropriate behavior according to local,
2 state, and federal law. The violation of any item contained in this policy may result in the
3 loss of access and/or to District technology systems other disciplinary action, as well as
4 possible punitive action as provided for by local, state, and federal law.

5
6 The security of any information system is a high priority, especially any system that has
7 many users and/or Internet access. Represented certificated staff members shall not let
8 others use his or her account or password as he or she has a reasonable responsibility for
9 all actions related to his or her account. Certificated staff must notify school administrators
10 immediately if their password is lost or stolen or if they think someone has access to their
11 account. Represented certificated employees are to use only the network directories and
12 resources that have been assigned for their use. Unauthorized access to any other level of
13 the system, or other system resources, is strictly prohibited. Users will make no attempt to
14 bypass the District anti-virus software, firewall, filtering and safeguards. When finished
15 with a computer represented certificated employees are expected to logout where
16 appropriate.

17
18 Represented certificated employees are not allowed to install software or applications onto
19 computers, the computer network, or any District technology systems without a valid
20 purchase order or other proof of District or personal ownership. Legal software and/or
21 data stored on District technology devices are subject to removal with prior notification
22 and consent of the represented certificated staff member. Long Beach Unified School
23 District shall take reasonable precautions to ensure the security, integrity, or longevity of
24 data and/or programs stored on District technology systems.

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

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40 Ratified 01.05.2016

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APPENDIX H

Shared Decision Making

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

The site administrator will identify the three top qualified candidates for each posted position based on the posting requirements. Thereafter, an election will be conducted at the site by unit members to determine which candidate will be selected. Selection will be based on a majority vote by affected bargaining unit members for a one-year term.

- B. A joint Shared Decision Making Committee (SDMC) will be established during the 2013-2014 school year to collect evidence of current practices of site decision making and leadership teams from all school sites, and other external practices, to develop recommendations for the establishment of a best practice prototype. The prototype would be flexible enough to comport with current models that are working successfully but have different approaches in implementation. The Committee will be comprised of five (5) TALB-appointed members and five (5) District-appointed members. The recommendation of the Committee shall be submitted to the District and TALB on or before March 28, 2014.

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

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

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

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AGREED AND RATIFIED

For the Teachers Association of Long Beach Negotiating Team:

Corrin Hickey
Chief Negotiator

1/5/16
Date

District Representative:

[Signature]
Chief Negotiator

1/5/16
Date

RATIFIED

For the Association:

Barry Hirsch
President, TALB

1/5/16
Date

For the District:

John Williams
President, Board of Education

1/5/16
Date

Christopher Steiner
Superintendent of Schools and Secretary
to the Board of Education

1/5/16
Date

BARGAINING TEAM

TALB

- Corrin Hickey, Negotiator
- Donna Gerren
- Chris Callopy
- Maritza Summer
- Chris Kelly
- Mark Ennen
- Corrin Hickey
- Kevin Quinn
- Sybil Baldwin-Perry
- Maria Garcia

District

- Steve Andelson, Negotiator
- David Zaid
- Ruth Ashley
- Brian Cowie
- Kimberly Dalton
- Yumi Takasashi
- Tiffany Brown
- Elio Mendoza
- Claudia Sosa-Valderrama
- Jeff Wood
- Cynthia Young

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