

**Tentative Agreement Between
The Long Beach Unified School District
and the Teachers Association of Long Beach, K-12**

March 8, 2018

Article IV: Association Rights

B. ASSOCIATION COMMUNICATIONS:

3. **Faculty/Staff Mailboxes.** The District authorizes the Association to use faculty/staff mailboxes **and email subject to Appendix G.** Distribution of communications shall be by employees on non-duty time or by non-site representatives of the Association.

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

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

G. NEW UNIT MEMBER INFORMATION

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

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

- i. First name;**
- ii. Middle initial;**
- iii. Last name;**
- iv. Suffix (e.g. Jr., III);**
- v. Job title;**
- vi. Department;**
- vii. Primary worksite name;**
- viii. Work telephone number;**
- ix. Work telephone extension;**

- x. **Home street address (incl. apartment #);**
- xi. **City;**
- xii. **State;**
- xiii. **ZIP Code (5 or 9 digits);**
- xiv. **Home telephone number (10 digits);**
- xv. **Personal cellular telephone number (10 digits);**
- xvi. **Personal email address of the employee;**
- xvii. **Hire date**

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

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

H. NEW TEACHER ORIENTATION

a) **"New employee orientation"** means the onboarding process of a newly hired public employee.

b) **District Scheduled New Teacher Group Orientations:** In the event of a District scheduled new Teacher group orientation, the District shall provide TALB with ten (10) days' notice in advance of an orientation, except that a shorter notice may be provided for extenuating circumstances. At the closing of the scheduled orientations, TALB shall have an opportunity for TALB representatives to meet not less than sixty (60) minutes with new teachers who voluntarily opt to stay during non-duty time. TALB shall provide the District with the contact information (email and cell phone number) of the designated TALB representatives.

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

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

J. ASSOCIATION LEAVE:

1. The District will grant to the bargaining unit as a whole a total of two hundred (200) days per fiscal year (July 1-June 30) of released time for unit members to attend workshops, conferences, or other activities sponsored by the Association as identified by H.1 and H.2. The TALB president or his/her designee shall submit in writing the information and the names of unit members who are authorized to use the association leave days to Employee Relations Services prior to an employee's application for the released time. Written application for approval for such released time must be submitted by the employee on the appropriate District form to the site manager at least five (5) working days prior to the anticipated absence.
2. The District will grant to each member of the TALB Board of Directors released time per fiscal year to allow all members to participate in regularly scheduled meetings of the Board of Directors. The TALB president or his/her designee shall provide to Employee Relations Services the names of members of the Board of Directors and the schedule of meeting dates.

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

- K.** The District agrees to make reasonable effort to provide the Association with the opportunity to review newly developed and/or revised forms related to the implementation of this contract.
- L.** The District agrees to make reasonable effort to provide the Association with a copy of notices to employees which relate to the negotiated agreement and which require the authorization of the Superintendent, the Deputy Superintendent, or the Chief Business and Financial Officer.
- M.** TALB will have representation on committees as mutually agreed to by the District and the Teachers Association. The parties mutually agree to TALB representation on the Transfer and Assignment Committees.

Article V: Days and Hours of Employment

4. Attendance is required at only those meetings authorized by the principal. Such meetings may be held before or after school and should be approximately one hour or less in length. Site meetings beyond the instructional day in a typical school month would include two (2) faculty meetings and two (2) other meetings; ~~such as,~~ **(e.g., grade level, department, program review and/or in-service)**. In the event of a school or District emergency, or urgent school business, principals may call additional meetings with the approval of the appropriate assistant/deputy superintendent.
14. **Electronic Grading and Communication System ~~Committee~~**

ARTICLE VI: Compensation

APPENDIX B: Salaries

Salary:

1% increase to bargaining unit salary schedules, stipends, and rates of pay for 2017-18 retroactive to July 1, 2017. An additional one time off schedule payment of 1% for 2017-18 based on the unit members' earnings for the 2017-2018 fiscal year.

B. HEALTH AND WELFARE BENEFITS:

6. Health Insurance.

B. Prescription Plan: Effective 7/1/18, the HMO prescription plan will revert to a three (3) system by the provider. 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.

ARTICLE VII Leaves of Absence

C. LEAVES OF ABSENCE WITH PAY:

10. Parental Leave for Child Bonding/Child Care

- a. Pursuant to Education Code section 44977.5, unit members may use parental leave as set forth in this section.**
- b. For purposes of this section, "parental leave" means child-bonding leave within the first 12 months after the birth of the unit member's child, or the placement of a child with the unit member for adoption or foster care.**
- c. Unit members are entitled to use current and accumulated sick leave for parental leave, for up to 12 workweeks. If a school year terminates before the 12-week period is exhausted, the employee may take the balance of the 12-week period in the subsequent school year.**
- d. When a unit member has exhausted all current and accumulated sick leave and continues to be absent on account of parental leave under the California Family Rights Act (Government Code § 12945.2), he/she shall be entitled to statutory half pay for the remainder of the 12-workweek period. Such half pay shall be paid as set forth in Section VII.C.5, but shall not count against the leave entitlement set forth in that section. In order to use statutory half pay during parental leave, the unit member must be eligible for leave under the California Family Rights Act, except that he/she is not required to have worked 1,250 hours in the 12 months immediately preceding the leave.**
- e. Parental leave taken under this section counts against any entitlement to child-bonding leave under the California Family Rights Act and the aggregate amount of leave taken under this section and CFRA shall not exceed 12 workweeks in any 12-month period.**
- f. A unit member shall not be entitled to more than one 12-week period for parental leave in any 12-month period.**

- g. Leave under this section includes any leave taken under Section VII.C.9 for the adoption of a child.
- h. Leave under this section shall be in addition to any leave taken for pregnancy or childbirth-related disability.
- i. Parental leave must be taken in increments of at least two weeks' duration except on up to two occasions of shorter periods of leave.
- j. When the need for parental leave is foreseeable, the unit member shall give the District at least 30 days' advance written notice of his or her intention to use parental leave and the anticipated dates of the leave. In all other cases, the unit member must give the District as much advance notice of the need for parental leave as practicable under the circumstances.

10. Maternity and Paternity Leave for Child Bonding/Child Care

- a. Pursuant to Education Code section 44977.5, when an employee takes maternity or paternity leave under the Family and Medical Leave Act (FMLA) and/or California Family Rights Act (CFRA), he or she may use, concurrently with the unpaid FMLA and/or CFRA leave entitlement, up to 12 workweeks of substitute differential [statutory half pay] leave available under Section VII.C.5. The 12 workweeks shall be reduced by any period of paid sick leave, including accumulated sick leave, taken during a period of maternity or paternity leave pursuant to this Article or CFRA (Government Code § 12945.2).
- b. An employee shall not be provided more than one 12-week period of paid absence per maternity or paternity leave. However, if a school year terminates before the 12-week period is exhausted, the employee may take the balance of the 12-week period in the subsequent school year.
- c. For purposes of this Article, "maternity or paternity leave" means child bonding or child care leave taken within the first 12 months following the birth of a child of the employee or the placement for adoption or foster care of a child by the employee, as provided in the CFRA.
- d. Leave taken under this section shall be in addition to leave taken due to disability caused by pregnancy, childbirth or related medical conditions.
- e. Leave under this section shall include any leave taken under Section VII.C.9 for the adoption of a child.

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

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

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

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

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

B. EMPLOYEE INITIATED TRANSFER REQUESTS:

1. Lists of known vacancies for the next school year shall be posted in each school no later than March 15. Postings shall be sent to the TALB Office, to each school site for posting on a designated bulletin board in the faculty lounge, and posted on the District's website. Updates of current openings will be posted in March, April and May. Postings in June and July shall be made for information purposes only. The lists shall include (a) the District elementary or secondary school; (b) grade level or subject matter; (c) track or schedule for year-round assignments; (d) other pertinent credential/special certification and/or job description information. TALB shall be sent a copy of each list.
2. On or before ~~May 1~~ **March 31**, teachers, nurses, and librarians may submit requests for transfer indicating each position for which they are credentialed and which they would be willing to accept, whether or not that position appears as a vacancy. Such transfer requests shall be made on the appropriate District form. If qualified, those who submit requests will be considered for all applicable positions as they become available through the end of the first seven (7) student days of the following traditional school year.
3. Additional vacancies shall be filled by the District as they occur throughout the spring and summer, up to the end of the first seven (7) student days of the following traditional school year. The District Transfer Committee shall monitor all vacancies until they are filled.
4. Factors to be considered for Employee Initiated transfers are contained in Section E of this article.

C. EMPLOYER INITIATED TRANSFER REQUESTS:

1. Changes in staffing other than those made under Section B. above shall be made whenever the District determines that there is a need (a) to reduce staff because of enrollment loss or discontinuance of a program, grade level, or school closure; (b) to balance a school staff in terms of gender, ethnicity, teaching experience, bilingual needs, magnet programs and/or co-curricular needs. In addition, employer initiated transfers may be made for other factors confidential to the employee and Human Resource Services.
2. When the manager determines the factors related to an employer initiated transfer necessitated by school, segment, or department enrollment loss, he/she shall ask for a qualified volunteer. In the event that no one volunteers, the manager shall select for

~~transfer the temporary contract employee in the school, segment, or department with the least districtwide seniority. If there are no temporary contract employees in the school, segment, or department, the manager shall select the probationary employee who has the least districtwide seniority as a certificated employee. If there are no probationary employees in the school, segment, or department, the manager shall select the tenured employee who has the least districtwide seniority as a certificated employee.~~

~~Temporary contract, probationary, and tenured employees may be exempted from employer initiated transfer if the change would adversely affect any of the following: (a) compliance with state and federal requirements; (b) balance of numbers of males and females on faculty/department staff; (c) balance of ethnic minority personnel on staff; (d) ability of the school to continue to staff quality curricular and co-curricular programs.~~

3. A manager will hold a conference in a timely manner with an employee who is to be transferred at employer request to discuss the reasons for the change. Upon request, the employee may have an Association staff or site representative present at the conference. The displaced employee shall be given priority consideration and the employee will have the opportunity to submit a transfer request indicating positions for which he/she is appropriately credentialed.
4. Notwithstanding the provisions in C.2. above, employees shall not be subject to transfers at employer request if they are fifty-nine (59) years of age or older, have been transferred at employer request within the previous three (3) years, or have volunteered in writing for transfer to their principal and were transferred in lieu of transfer at employer request.
5. Displaced employees who are transferred shall have the right to return to their last identical assignment if it is reinstated before the end of the seventh student day of the following traditional school year. Reinstatement may only occur as a result of an increase in student enrollment.
6. Factors to be considered for Employer Initiated transfers are contained in Section E of this article.

D. RETURN FROM LEAVES OF ABSENCE:

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

E. FACTORS IN DETERMINING TRANSFERS:

1. One or more of the following factors shall be considered in determining transfers initiated by employees or by the District:
 - (a) Credential(s) including Supplemental Authorization;
 - (b) Compliance with state and federal requirements, including but not limited to Education Code 35036;
 - (c) Department, grade level, or team teaching responsibility in the affected schools;
 - (d) Staffing needs of the schools (gender, ethnicity, teaching experience);
 - (e) Skills, experience, certification, and/or training; and

(f) Recommendation of site interview team.

2. When the District determines that the above factors are substantially comparable, seniority in the District as a certificated employee will determine transfers; except that, in cases of equivalent seniority in the District, additional consideration will be given to the employee's length of service at the present school site. **A final tie-breaker will be determined by the higher last four digits of the employees' randomly generated identification number allowing that employee to stay at the site.**
3. The superintendent of a school district may not transfer a teacher who requests to be transferred to a school offering kindergarten or any grades 1 to 12, inclusive, that is ranked in deciles 1 to 3, inclusive, on the Academic Performance Index if the principal of the school refuses to accept the transfer pursuant to Education Code, Section 35036.
4. Under E.1.f above, a selection process shall be required for specialized positions as defined in section A.4 posted by the District. All individuals who requested a transfer to that position will be given the opportunity to participate in the selection process. Site interview teams, comprised of a majority of unit members, shall provide recommendations for consideration to the site administrator. The site administrator shall make the final recommendations for consideration to the District Transfer Committee(s) in accordance with A.5 above.
5. Any employee is eligible to initiate a transfer request or volunteer for displacement when his/her most recent final evaluation is ~~satisfactory~~ **effective** in all areas.

F. MISCELLANEOUS PROVISIONS:

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

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

3. Employees who are transferred at employer request at the end of the school year shall be given reasonable custodial assistance, upon request, in moving materials to the new location.
4. Employees who are granted their transfer requests shall not be eligible to apply for a subsequent transfer for at least three (3) years except with the consent of the District.
5. An employee who has received an employer initiated transfer and who was not placed in a position he/she requested shall be placed in the first priority grouping of employee initiated transfers for placement in the subsequent year if the employee submits a Request for Transfer.

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.~~

G. Reassignments

The Long Beach Unified School District and the Teacher Association of Long Beach have entered into a Memorandum of Understanding for implementing reassignments dated **March 8, 2018**. The District and TALB will meet in January of 2019 to review the reassignment data and evaluate the effectiveness.

The Memorandum of Understanding in part states, in the event a unit member has concerns with the reassignment, the teacher will have ten (10) working days to request a review meeting with the Director of Employee Relations. This request must be presented in writing to the Employee Relations office with a clear, concise statement of the extenuating circumstances. Thereafter a review meeting will be held with the Principal's Supervisor and a Human Resources Administrator. Every effort will be made to schedule the review meeting within ten (10) working days of the written request.

ARTICLE XVIII Term of Agreement

- A. Full contract shall be open for 2018-2019, with reopeners for **2019-2020 and 2020-2021** on Article VI and three articles selected by each party.

APPENDIX B: Salaries

B. CREDIT ON THE SALARY SCHEDULE FOR ADVANCED WORK:

1. All college or university credit shall be from an accredited institution.

2. Placement on Column 012 or 022 is dependent on verification of twenty-eight (28) semester hours of upper division or graduate work beyond the Bachelor's Degree. Extra units earned prior to receiving the Bachelor's Degree shall not be accepted for placement on the scale of one (1) year above the Bachelor's Degree unless the extra units are of graduate standing, were not counted for the Bachelor's Degree, and are so indicated on the transcript.
3. Placement on Column 013 or 023 is dependent on (a) verification of fifty-six (56) semester hours of upper division or graduate work beyond the Bachelor's Degree or (b) verification of a Master's Degree.
4. Placement on Column 014 or 024 is dependent on (a) verification of fifty-six (56) semester hours of upper division or graduate work beyond the Bachelor's Degree plus the Master's Degree or (b) verification of a Master's Degree plus twenty-eight (28) semester hours of upper division or graduate work taken after the completion of the Master's Degree.
5. Placement on Column 016 or 026 is dependent on (a) verification of seventy-five (75) semester hours of upper division or graduate work beyond the Bachelor's Degree plus the Master's Degree or (b) verification of a Master's Degree plus forty-five (45) semester hours of upper division or graduate work taken after completion of the Master's Degree; or, (c) an earned Ph.D/Ed.D. degree. Other earned doctoral degrees may be considered when directly applicable to the initial/current assignment of the employee. No credit will be given for an Honorary Degree.
6. Beginning with the 2006/07 school year, full credentialed DIS speech/language/pathologists/specialists and/or holders of the Specialist Instruction Communication Handicapped Credential with a valid California Speech Pathology license issued by the Speech Pathology and Audiology Board for speech/language/pathologist/specialists shall be paid an additional five percent (5%) annually (pro-rated over **pay periods QWs**) so long as they remain assigned as a speech/language/pathologist/specialist. Holders of the Specialist Instruction Communication Handicapped Credential with a valid California Speech Pathology license must submit proof of licensure to Human Resource Services within sixty (60) days of renewal. The stipend does not apply to noncredentialed speech/language/pathologist/specialists.
7. The following equivalents will be granted for salary purposes:
 - a. Equivalent to a Bachelor's Degree:
 - (1) P.H.N. held by nurses;
 - (2) R.N. plus a Bachelor's Degree held by nurses;
 - (3) Designated Subjects Credential with specialization in Vocational Trade and Technical Teaching, full-time;
 - (4) Designated Subjects – Vocational ~~Trade and Technical~~, preliminary; **or Career Technical Education Teaching Credential, preliminary**
 - (5) Assignment in a qualified Vocational Education Program for not less than forty (40) percent time is required for those qualifying under (3) and (4).
 - b. Equivalent to one (1) year above a Bachelor's Degree:

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

c. Equivalent to a Master's Degree:

- (1) Bachelor's Degree plus ~~a year of~~ an approved ~~Library School Program~~ **Teacher Librarian Services Credential** which entails not less than ~~twenty-eight (28)~~ **twenty seven (27)** units of graduate work for librarians;
- (2) Bachelor's Degree plus twenty-eight (28) units including a P.H.N. held by nurses;
- (3) Five (5) year (twenty-eight [28] units required) ~~or Life Vocational Arts Class A Credential~~;
- (4) Standard Designated Subjects Credential with specialization in Vocational Trade and Technical Teaching, full time clear;
- (5) Ryan Designated Subject – Vocational Trade and Technical, clear;
- (6) Assignment in a qualified ~~Vocational~~ **Career Technical** Education Program for not less than forty (40) percent time is required for (3), (4), and (5).

d. Equivalent to one (1) year above a Master's Degree:

- (1) Bachelor's Degree plus fifty-six (56) **Teacher Librarian Services Credential** semester hours including ~~a year of~~ an approved ~~Library School Program~~ which entails not less than ~~twenty-eight (28)~~ **twenty seven (27)** units of graduate work for librarians;
- (2) Bachelor's Degree plus fifty-six (56) semester units including P.H.N. for nurses;
- (3) Five (5) year (twenty-eight [28] units required) ~~or Life Vocational Arts Class A Credential plus a Bachelor's Degree~~;
- (4) Five (5) year (twenty-eight [28] units required) ~~or Life Vocational Arts Class B Credential~~;
- ~~(5) Standard Designated Subjects Credential with specialization in Vocational Trade and Technical Teaching, full time Life;~~
- (6) Ryan designated Subjects – Vocational Trade and Technical, Life;
- (7) Assignment in a qualified **Career Technical** ~~Vocational~~ Education Program for not less than forty (40) percent time is required for those qualifying under (3), (4), (5), and (6).

e. No equivalent shall be granted for two (2) years above a Master's Degree except for a J.D. (juris doctorate) earned from an institution accredited by the American Bar, that is applicable to the present assignment of the employee as determined by Human Resource Services.

- f. Equivalent to a Ph.D. or Ed.D. Degree: Other earned doctoral degrees may be considered when applicable to the present assignment of the employee as determined by HRS **Human Resource Services**.
8. It is the responsibility of the employee to submit official transcripts to Human Resource Services in order to advance on the salary schedule. Effective July 1, 2007, upon receipt of official transcripts on or before November 1, salary schedule placement adjustment will be granted for completed units and/or conferred degrees retroactive to the beginning of the first duty day of that contract year, for coursework and degrees earned prior to September 15. Upon receipt of official transcripts after November 1, or for coursework or degrees completed after September 15, salary schedule placement adjustment will be granted for completed units and/or conferred degrees effective the pay period following receipt of the official transcripts.
9. An employee who is on a leave of absence may take a full academic course load of advanced work at an accredited college or university. These courses shall be acceptable for salary credit at the time the employee returns from leave.
10. Travel in the United States or in foreign lands is not credited for advancement unless credit for the travel has been granted by a college or university recognized by the California State Department of Education.
11. After the Bachelor's Degree, courses for upgrading on the salary schedule must be of upper division or graduate standing. After election to the District and after the Bachelor's Degree, exceptions may be made for prior-approved lower division transfer credit courses and post-baccalaureate professional courses provided they are related to the present assignment of the employee. The granting of salary credit to any employee for such courses will be limited to a maximum of nine (9) semester hours during the entire time of the employee's service with the District. Request for exceptions must be received by Human Resource Services six (6) weeks prior to the first day of attendance in the course and be approved by the Deputy Superintendent, Human Resource Services, following review by the Educational Mission: Innovation Advancement Committee (EM:IAC).

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

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

12. Upper division, graduate level or qualifying professional units will apply towards salary schedule placement advancement with the submission of official transcripts.

“Qualifying professional units” refers to coursework that meets one of the following requirements: 1) Professional coursework that is required for a credential or certificate (i.e., CLAD, BCLAD) issued by the California Commission on Teacher Credentialing (“CCTC”); or 2) Upper division or graduate level courses which are designated as professional courses for educators by the accredited college or university.

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

C. SALARY INCREMENTS:

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

D. ADDITIONAL EMPLOYMENT BEYOND THE CONTRACT POSITION:

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

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

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

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

1. When a stipend is paid for participation in an in-service activity, the hourly rate shall be in accordance with salary schedule ~~No 80A~~ **N080A**.

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

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

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

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

3. There is no obligation to offer a stipend for participation in or presentation of an in-service activity.
4. A stipend cannot be provided to participants or presenters for an in-service activity held during the regular duty day as described in Article V, Section A. of the K-12 Teachers Contract.

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.)

APPENDIX F: Sick Leave Donation Program

Application and Approval Process for Extended Sick Leave:

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

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

2. The principal/site administrator, or his/her designee, shall, within three (3) working days of receipt of the *Request to Participate in Sick Leave Donation Program* form and medical verification, review and fax and/or electronic mail both, ~~along with a recommendation for approval/ disapproval,~~ to Physician Services in the Human Resources Department ~~into the appropriate Assistant/Deputy Superintendent or his/her designee,~~ **for review and final approval/denial of the employees request.** who shall be responsible for the final decision to approve or deny the employee's request. Final approval or denial will be made and faxed to the principal/site administrator or his/her designee within three (3) working days following receipt in the office of the ~~Assistant/Deputy Superintendent~~ **Physician Services in the Human Resources Department.**
3. The principal/site administrator or his/her designee shall, within three (3) working days following notification of final approval, circulate by means of fax and/or electronic mail the *Donation of Sick Leave Hours* form to all schools and offices with a request to employees to donate sick leave days to the employee in need. The name of the employee shall be included in that request.
4. In the event the principal/site administrator or his/her designee receives notification the *Request to Participate in Sick Leave Donation Program* form has been denied by the **Human Resources Department** ~~Assistant/Deputy Superintendent,~~ the principal/site administrator or his/her designee shall within three (3) working days notify the requesting employee or his/her designee of this decision. **The employee may revise the request to add pertinent medical information and resubmit the application.**

DATED: _____

DATED: _____

By: _____
FOR THE DISTRICT

By: _____
FOR TALB

**Long Beach Unified School District
District Proposal
Teachers Association of Long Beach**

March 8, 2018

MEMORANDUM OF UNDERSTANDING FOR K-12

The Long Beach Unified School District (“District”) and the Teacher Association of Long Beach (TALB) enter into this Memorandum of Understanding (“MOU”) and agree to the following Guidelines for site Administrators in implementing reassignments.

1. By February 15, the principal will survey staff to inquire about possible retirements, resignations, transfer requests, and requests for reassignment. A reassignment refers to a change in a teacher assignment within a worksite (grade level, subject matter, or other configuration).
2. Prior to a final decision regarding reassignment, the principal will meet with the teacher to discuss the reason for reassignment and solicit input.
3. Every effort will be made to notify teachers of the reassignment on or before May 1. In the event that notification is not possible, every effort will be made to notify teachers at least fourteen (14) days before the reassignment begins. During the period of leveling classroom enrollment at the start of the school year, reassignments will be made within the first twenty (20) days.
4. Once teachers are notified of their reassignment at their current site, the principal will meet with the teacher to discuss the transition plan and move, which may include:
 - a. Assistance from custodial staff if needed;
 - b. Acquisition of instructional material;
 - c. Collaboration, professional development, new-to-grade-level/subject coaching, or site support as needed.
5. In the event a unit member has concerns with the reassignment, the teacher will have ten (10) working days to request a review meeting with the Director of Employee Relations. This request must be presented in writing to the Employee Relations office with a clear, concise statement of the extenuating circumstances. Thereafter a review meeting will be held with the Principal’s Supervisor and Human Resources Administrator. Every effort will be made to schedule the review meeting within ten (10) working days of the written request.
6. The District and TALB will meet in January of 2019 to review the reassignment data and evaluate the effectiveness of these Guidelines.
7. This MOU shall remain in effect from the date of ratification by TALB and LBUSD Board approval and extend through June 30, 2019.

DATED: _____

DATED: _____

By: _____
FOR THE DISTRICT

By: _____
FOR TALB

**Tentative Agreement Between
The Long Beach Unified School District
and the Teachers Association of Long Beach, CDC-Head Start**

March 8, 2018

Article IV: Association Rights

B. ASSOCIATION COMMUNICATIONS:

3. **Faculty/Staff Mailboxes.** The District authorizes the Association to use faculty/staff mailboxes **and email subject to Appendix G.** Distribution of communications shall be by employees on non-duty time or by non-site representatives of the Association.

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

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

G. NEW UNIT MEMBER INFORMATION

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

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

- xviii. **First name;**
- xix. **Middle initial;**

- xx. Last name;
- xxi. Suffix (e.g. Jr., III);
- xxii. Job title;
- xxiii. Department;
- xxiv. Primary worksite name;
- xxv. Work telephone number;
- xxvi. Work telephone extension;
- xxvii. Home street address (incl. apartment #);
- xxviii. City;
- xxix. State;
- xxx. ZIP Code (5 or 9 digits);
- xxxi. Home telephone number (10 digits);
- xxxii. Personal cellular telephone number (10 digits);
- xxxiii. Personal email address of the employee;
- xxxiv. Hire date

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

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

H. NEW TEACHER ORIENTATION

a) "New employee orientation" means the onboarding process of a newly hired public employee.

b) **District Scheduled New Teacher Group Orientations:** In the event of a District scheduled new Teacher group orientation, the District shall provide TALB with ten (10) days' notice in advance of an orientation, except that a shorter notice may be provided for extenuating circumstances. At the closing of the scheduled orientations, TALB shall have an opportunity for TALB representatives to meet not less than sixty (60) minutes with new teachers who voluntarily opt to stay during non-duty time. TALB shall provide the District with the contact information (email and cell phone number) of the designated TALB representatives.

I. LEAVE OF ABSENCE FOR ASSOCIATION PRESIDENT. Upon annual written application, the Association president shall be granted a full-time leave of absence to conduct Association business. Following the District's payments to the employee for such leave of absence, the District shall be reimbursed by the employee organization of which

the employee is an elected officer for all compensation paid and for all sick leave granted to the employee because of such leave. Reimbursement by the employee organization shall be made within ten (10) days after its receipt of the District's certification of compensation and sick leave.

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

J. ASSOCIATION LEAVE:

1. The District will grant to the bargaining unit as a whole a total of two hundred (200) days per fiscal year (July 1-June 30) of released time for unit members to attend workshops, conferences, or other activities sponsored by the Association as identified by H.1 and H.2. The TALB president or his/her designee shall submit in writing the information and the names of unit members who are authorized to use the association leave days to Employee Relations Services prior to an employee's application for the released time. Written application for approval for such released time must be submitted by the employee on the appropriate District form to the site manager at least five (5) working days prior to the anticipated absence.
2. The District will grant to each member of the TALB Board of Directors released time per fiscal year to allow all members to participate in regularly scheduled meetings of the Board of Directors. The TALB president or his/her designee shall provide to Employee Relations Services the names of members of the Board of Directors and the schedule of meeting dates.

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

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

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

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

ARTICLE VI: Compensation

APPENDIX B: Salaries

Salary:

1% increase to bargaining unit salary schedules, stipends, and rates of pay for 2017-18 retroactive to July 1, 2017. An additional one time off schedule payment of 1% for 2017-18 based on the unit members' earnings for the 2017-2018 fiscal year.

B. HEALTH AND WELFARE BENEFITS:

6. **Health Insurance.**

B. Prescription Plan: Effective 7/1/18, the HMO prescription plan will revert to a three (3) system by the provider. 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.

ARTICLE VII Leaves of Absence

C. LEAVES OF ABSENCE WITH PAY:

10. **Parental Leave for Child Bonding/Child Care**

- a. **Pursuant to Education Code section 44977.5, unit members may use parental leave as set forth in this section.**
- b. **For purposes of this section, "parental leave" means child-bonding leave within the first 12 months after the birth of the unit member's child, or the placement of a child with the unit member for adoption or foster care.**
- c. **Unit members are entitled to use current and accumulated sick leave for parental leave, for up to 12 workweeks. If a school year terminates before the 12-week period is exhausted, the employee may take the balance of the 12-week period in the subsequent school year.**
- d. **When a unit member has exhausted all current and accumulated sick leave and continues to be absent on account of parental leave under the California Family Rights Act (Government Code § 12945.2), he/she shall be entitled to statutory half pay for the remainder of the 12-workweek period. Such half pay shall be paid as set forth in Section VII.C.5, but shall not count against the leave entitlement set forth in that section. In order to use statutory half pay during parental leave, the unit member must be eligible for leave under the California Family Rights Act, except that he/she is not required to have worked 1,250 hours in the 12 months immediately preceding the leave.**

- e. **Parental leave taken under this section counts against any entitlement to child-bonding leave under the California Family Rights Act and the aggregate amount of leave taken under this section and CFRA shall not exceed 12 workweeks in any 12-month period.**
- f. **A unit member shall not be entitled to more than one 12-week period for parental leave in any 12-month period.**
- g. **Leave under this section includes any leave taken under Section VII.C.9 for the adoption of a child.**
- h. **Leave under this section shall be in addition to any leave taken for pregnancy or childbirth-related disability.**
- i. **Parental leave must be taken in increments of at least two weeks' duration except on up to two occasions of shorter periods of leave.**
- j. **When the need for parental leave is foreseeable, the unit member shall give the District at least 30 days' advance written notice of his or her intention to use parental leave and the anticipated dates of the leave. In all other cases, the unit member must give the District as much advance notice of the need for parental leave as practicable under the circumstances.**

10. Maternity and Paternity Leave for Child Bonding/Child Care

- a. ~~Pursuant to Education Code section 44977.5, when an employee takes maternity or paternity leave under the Family and Medical Leave Act (FMLA) and/or California Family Rights Act (CFRA), he or she may use, concurrently with the unpaid FMLA and/or CFRA leave entitlement, up to 12 workweeks of substitute differential [statutory half pay] leave available under Section VII.C.5. The 12 workweeks shall be reduced by any period of paid sick leave, including accumulated sick leave, taken during a period of maternity or paternity leave pursuant to this Article or CFRA (Government Code § 12945.2).~~
- b. ~~An employee shall not be provided more than one 12-week period of paid absence per maternity or paternity leave. However, if a school year terminates before the 12-week period is exhausted, the employee may take the balance of the 12-week period in the subsequent school year.~~
- c. ~~For purposes of this Article, "maternity or paternity leave" means child bonding or child care leave taken within the first 12 months following the birth of a child of the employee or the placement for adoption or foster care of a child by the employee, as provided in the CFRA.~~
- d. ~~Leave taken under this section shall be in addition to leave taken due to disability caused by pregnancy, childbirth or related medical conditions.~~
- e. ~~Leave under this section shall include any leave taken under Section VII.C.9 for the adoption of a child.~~

ARTICLE XVII Term of Agreement

Full contract shall be open for 2018-2019, with reopeners for 2019-2020 and 2020-2021 on Article VI and three articles selected by each party.

APPENDIX B : Salaries

PROVISIONS FOR ADMINISTRATION OF CDC/HEAD START **and EDUCARE** SALARY SCHEDULES

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

1. Teachers in Child Development Centers and Head Start must hold a valid Children's Center Instruction or Child Development Center Permit; or in lieu of the permit, a Standard Teaching Credential deemed by the Commission on Teacher Preparation and Licensing to be equivalent to the Children's Centers Permit.
2. **Teaching Experience.** As authorized by Education Code, Section 45028, teachers in Child Development Centers and Head Start **and Educare** not previously employed by the District as a teacher during the five (5) years (60 calendar months) prior to the date of hire are allowed credit for previous satisfactory teaching experience up to the maximum step on the appropriate column on the salary schedule. If a teacher has served under contract for fifty (50) percent or more of the total work year; has worked as a substitute teacher for one hundred thirty-five (135) days in one (1) work year; or has combined service of one hundred thirty-five (135) days in one (1) work year under contract and as a substitute or hourly teacher, credit will be given for one (1) year of experience. "Day" shall be defined as actual days worked ~~and shall not include sick days or other days of leave/holidays.~~
3. **Experience Other Than Teaching.** In evaluating an applicant's experience other than teaching, the District may allow a maximum of four (4) steps on the salary schedule when this experience will contribute directly to the effectiveness of the major assignment for which the applicant is being considered. Two (2) years of experience under this provision are evaluated as equal to one (1) step on the salary schedule. This experience cannot be concurrent with credit for teaching experience, but part-time work experience might be combined with part-time teaching. Verification of not less than eleven (11) months of consecutive work of not less than twenty (20) hours per week may be computed as the equivalent of one (1) year toward the two-for-one requirement for work experience credit. In computing work experience on more than one (1) job, any interruption of service beyond one (1) month shall break the consecutive requirement, unless the prospective employee returns to the same position, with the same employer, within six (6) months without having been gainfully employed by another employer during that time.

4. **Military Service.** Military Service is credited as prior teaching experience only if the applicant actually taught while in the service in the field for which she/he is to be employed.
5. **Tentative Salary Placement.** Applicants who are considered favorably are asked to sign a statement relative to tentative salary placement that is mutually agreeable at the time of employment. Signing the “Tentative Salary Placement” form indicates that the salary stated thereon is mutually agreeable.

Additional qualifying official verified salary information presented on or before November 1 or within sixty (60) calendar days after 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 duty day of paid service in the school year in which the official verified information is received.

6. **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 and verified within sixty (60) days after initial date of employment.
 - 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 qualified for advancement.

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 302, 502, 124, 312, or 334 is dependent on verification of ninety (90) or more units; all units above sixty (60) to be upper division and taken at a four-year college or university.
3. Placement on Column 303, 503, 125, 313, 317, 323, ~~or 335~~ **or 513** is dependent on verification of a Bachelor’s degree.

As of April 24, 2005, placement on columns 306, 316 (E3), 315, 319, 325, 336, ~~or 504,~~ **506, 516, or 126** 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 on one (1) year above the Bachelor’s Degree unless extra

units are of graduate standing, were not counted for the Bachelor's Degree, and are so indicated on the transcript.

4. It is the responsibility of the employee to submit official sealed transcripts to the appropriate office by November 1 in order to advance on the salary schedule and receive salary schedule placement retroactive to the first duty day of that contract year, for coursework and degrees earned prior to September 15. If verification is received after November 1, or for coursework or degrees completed after September 15, salary schedule placement adjustment will be granted for completed units and/or conferred degrees effective the pay period following receipt of the official transcripts.

The appropriate office for submission of official sealed transcripts will be the following:

CDC teachers must submit their official sealed transcripts to the CDC Office.

Head Start **and Educare** teachers must submit their official sealed transcripts to Human Resource Services.

5. An employee must complete all requirements prior to the first day of the contract year in order to qualify for placement on a higher salary scale. The date shown on the transcript indicating conferral of the degree will be considered the official date for this placement.
6. ~~Sixteen (16) semester hours (or twenty-four [24] quarter hours) of advanced work taken at an accredited university or college is the maximum allowance of credit in any one (1) ten (10) month contract year (between first and last day of employee's contract year) for placement on the salary schedule. Eighteen (18) semester hours (or twenty-seven [27] quarter hours) of advanced work taken at an accredited university or college is the maximum allowance of credit in any one (1) twelve (12) month contract year for placement on the salary schedule.~~
7. Travel in the United States or in foreign lands is not credited for advancement unless credit for the travel has been granted by a college or university recognized by the California State Department of Education.
8. After the Bachelor's Degree, courses for upgrading on the salary schedule must be of upper division or graduate standing. After election to the District and after the Bachelor's Degree, exceptions may be made for prior approved lower division transfer credit courses and post baccalaureate professional courses provided they are related to the present assignment of the employee. The granting of salary credit to any employee for such lower division courses will be limited to a maximum of nine (9) semester hours during the entire time of the employee's service with the District. Requests for exceptions must be received by the Director of Child Development Centers or the

Director of Head Start Programs, depending on the program in which the bargaining unit member is employed.

Receipt of such requests must be **made six (6) weeks** prior to the first day of attendance in the course and be approved by a ~~District committee~~ **Educational Mission: Innovation Advancement Committee (EM:IAC)**. The Association currently appoints four (4) bargaining unit member to this committee.

9. Exceptions to the requirement that all course work (units) must be taken at an accredited college or university may be made by recommendation of the Educational Mission: Innovation Advancement Committee (EM:IAC) and the approval of the Assistant Superintendent of Human Resource Services.

This committee is empowered to recommend the granting of credit on the salary schedule for successful completion of in-service courses offered by the Long Beach Unified School District which (a) involve attendance at sessions equivalent in time to college or university courses at the same unit value; (b) involve participation and related work equivalent to that required in college or university courses of the same unit value; (c) provide needed in-service opportunities not otherwise readily available; and (d) are found by the committee to be in the best interest of the instructional program of the District. The Assistant Superintendent, Human Resource Services, has final approval authority relative to the granting of salary credit.

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

C. **SALARY INCREMENTS:**

1. Increments are granted to certificated employees who have been compensated for fifty (50) percent or more of the work year and under contract or who have combined service of one hundred thirty-five (135) days in one (1) school year under contract and as a substitute teacher. Any exception to this policy requires special approval of the Board of Education.
2. A probationary employee who has earned an increment is entitled to said increment provided the employee is re-elected any time during the immediate subsequent school year. If, however, a school year or more intervenes, the employee is not entitled to a salary that exceeds the maximum entrance salary.

3. An employee who at the time of resignation was classified as permanent and who is, or has been, re-employed under contract within thirty-nine (39) months after the last day of service, shall be classified as and restored to all rights of a permanent employee, except as specifically limited by law.
4. A certificated employee who has a leave of absence (a) to serve as a member of the Peace Corps outside the United States, the Domestic Peace Corps (Volunteers in Service to America), or the Job Corps; (b) to teach in a foreign country; or (c) to take advanced professional and academic training is entitled to an increment the same as though he/she has been regularly employed. To receive such increment, the service or study during the period of leave must be verified. In order to qualify for the increment following a leave of absence for advanced professional and academic training, an employee shall verify that he/she undertook a full load as defined by the institution attended. ~~A transcript of work taken and grades earned shall be filed before returning to duty.~~ A transcript of work taken and grades earned shall be filed within sixty (60) **calendar** days of returning to duty. If verification is received after sixty (60) **calendar** days, salary schedule placement adjustment will be effective the following pay period.
5. A certificated employee who is granted a military leave is entitled to such increment as would have been received had the employee remained in active service with the school district.

D. SALARY ADJUSTMENTS WITH CHANGE IN STATUS.

When an employee acquires the required number of approved professional credits or a degree, the employee will be entitled at the next increment date to move from one preparation column to another in the following manner:

1. The employee will be moved horizontally to the new preparation column for which eligibility has been earned.
2. The employee will be moved to the next step on the new scale.
Note: Employees on Step H, Column 301 or 311, who are entitled to move to column 302 or 312, will remain on Step H; employees on Step I, Column 303 or 313, who are entitled to move to Column 306 and 316, will remain on Step I.

E. ADDITIONAL EMPLOYMENT BEYOND THE CONTRACT POSITION.

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

APPENDIX E: Sick Leave Donation Program

Application and Approval Process for Extended Sick Leave:

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

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

2. The principal/site administrator, or his/her designee, shall, within three (3) working days of receipt of the *Request to Participate in Sick Leave Donation Program* form and medical verification, review and fax and/or electronic mail both, ~~along with a recommendation for approval/disapproval,~~ to Physician Services in the Human Resources Department ~~into the appropriate Assistant/Deputy Superintendent or his/her designee,~~ **for review and final approval/denial of the employees request.** who shall be responsible for the final decision to approve or deny the employee's request. Final approval or denial will be made and faxed to the principal/site administrator or his/her designee within three (3) working days following receipt in the office of the ~~Assistant/Deputy Superintendent~~ **Physician Services in the Human Resources Department.**
3. The principal/site administrator or his/her designee shall, within three (3) working days following notification of final approval, circulate by means of fax and/or electronic mail the *Donation of Sick Leave Hours* form to all schools and offices with a request to employees to donate sick leave days to the employee in need. The name of the employee shall be included in that request.
4. In the event the principal/site administrator or his/her designee receives notification the *Request to Participate in Sick Leave Donation Program* form has been denied by the **Human Resources Department** ~~Assistant/Deputy Superintendent~~, the principal/site administrator or his/her designee shall within three (3) working days notify the requesting employee or his/her designee of this decision. **The employee may revise the request to add pertinent medical information and resubmit the application.**

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