



LONG BEACH UNIFIED SCHOOL DISTRICT

TEACHERS ASSOCIATION
of LONG BEACH

**PROVISIONS OF AGREEMENT
K-12**

Effective through
June 30, 2025



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

K-12

TEACHERS CONTRACT

Effective Through

June 30, 2025

As Negotiated By

LONG BEACH UNIFIED SCHOOL DISTRICT

and

TEACHERS ASSOCIATION OF LONG BEACH

TABLE OF CONTENTS

Page

ARTICLE I - AGREEMENT

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

ARTICLE II - RECOGNITION OF EXCLUSIVE REPRESENTATIVE

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

ARTICLE III - RESERVED RIGHTS OF THE DISTRICT

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

ARTICLE IV - ASSOCIATION RIGHTS

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

ARTICLE V - DAYS AND HOURS OF EMPLOYMENT

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

ARTICLE VI - COMPENSATION

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

TABLE OF CONTENTS

Page

ARTICLE VII - LEAVES OF ABSENCE

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

ARTICLE VIII - TRANSFERS

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

ARTICLE IX - SAFETY CONDITIONS OF EMPLOYMENT

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

ARTICLE X - CLASS SIZE AND STAFFING RATIOS

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

TABLE OF CONTENTS

Page

ARTICLE X - CLASS SIZE AND STAFFING RATIOS (continued)

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

ARTICLE XI - PEER ASSISTANCE AND REVIEW PROGRAM FOR TEACHERS

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

ARTICLE XII - EVALUATION PROCEDURE

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

ARTICLE XIII - GRIEVANCE PROCEDURE

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

ARTICLE XIV - CONCERTED ACTIVITIES

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

ARTICLE XV - EFFECT OF AGREEMENT

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

TABLE OF CONTENTS

Page

ARTICLE XV - EFFECT OF AGREEMENT (continued)	
B. Educational Mission: Innovation Advancement	XV-1
ARTICLE XVI - SAVINGS CLAUSE	XVI-1
ARTICLE XVII - COMPLETION OF MEET AND NEGOTIATE SESSIONS	XVII-1
ARTICLE XVIII - TERM OF AGREEMENT	
A. Effective Dates of Agreement	XVIII-1
B. Reopeners	XVIII-1
APPENDIX A - SCHOOL CALENDARS.....	A-1
APPENDIX B - SALARIES	
Salary Terms	B-1
Provision for Administration of Salary Schedules	B-1
A. Requirements Relative to Initial Placement on Salary Schedules.....	B-1
B. Credit on the Salary Schedule for Advanced Work	B-4
C. Salary Increments	B-8
D. Additional Employment Beyond the Contract Position	B-9
E. Occasional Projects – Curriculum Writing.....	B-9
F. Occasional Projects – In-Service.....	B-10
G. Regulations Governing Payment for Additional Assignments.....	B-10
APPENDIX C - Paperwork, Reporting Student Data, and Utilization of Technology	C-1
APPENDIX D - National Board Certification	D-1
APPENDIX E - Structured Leadership Roles.....	E-1
APPENDIX F – Sick Leave Donation Program	F-1
APPENDIX G – District Internet and Electronic Mail Guidelines and Procedures for Represented Certificated Staff	G-1
APPENDIX H – Shared Decision Making	H-1
AGREED AND RATIFIED.....	Ratification-1

ARTICLE I

Agreement

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
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- 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.

ARTICLE II

Recognition of Exclusive Representative

- 1
- 2
- 3
- 4
- 5 A. **ASSOCIATION RECOGNIZED.** The District recognizes the Association as the sole and
- 6 exclusive bargaining agent for the certificated employees as certified by the Educational
- 7 Employment Relations Board (EERB) (LA-R-47, LA-R-113) on December 19, 1977, and
- 8 occupying classes listed below.
- 9
- 10 B. **CERTIFICATED K-12 EMPLOYEES UNIT SHALL INCLUDE:** All regular
- 11 certificated employees under contract including classroom, JROTC, CTE, specialist teachers,
- 12 Speech Language Pathologist, Special Day Class Preschool teachers, Transitional
- 13 Kindergarten teachers, and program facilitators, nurses, librarians, school and guidance
- 14 counselors, psychologists, and retired teachers who continue to receive State Teachers
- 15 Retirement System benefits and who return to classroom service under selected Education
- 16 Code provisions.
- 17
- 18 C. **CERTIFICATED K-12 EMPLOYEES UNIT SHALL EXCLUDE:** All Head
- 19 counselors, Head Psychologists, Child Development Center teachers, Head Start teachers,
- 20 substitute teachers, part-time hourly teachers, and management, supervisory, and
- 21 confidential employees.
- 22
- 23 D. **TEACHER DEFINED.** “Teacher” refers to any certificated employee who is included in
- 24 the appropriate unit as defined in Section A. above and therefore covered by the terms and
- 25 provisions of this Agreement.
- 26
- 27 E. **BOARD OF EDUCATION RECOGNIZED.** The Association, in turn, recognizes the
- 28 Board of Education of the Long Beach Unified School District as the duly elected
- 29 representatives of the people and agrees to negotiate exclusively with the District's
- 30 representatives through the provisions of the Educational Employment Relations Act.
- 31
- 32 F. **TEMPORARY CONTRACT EMPLOYEES.** It is the intent of the District that temporary
- 33 contract employees with satisfactory performance evaluations be offered regular contracts as
- 34 soon as possible. Factors contributing to the District’s decision to offer a regular contract to
- 35 a temporary contract employee shall include but not be limited to: temporary funding
- 36 sources: projected enrollment growth or decline; projected numbers of leaves of absence;
- 37 credential status; complete employment file; permanent residency status; first-aid
- 38 requirements; recommendation of immediate supervisor.
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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.

ARTICLE IV

Association Rights

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

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

- 2
- 3 a. During those times when the employee is not responsible for the instruction
- 4 and/or supervision of students or other assigned duties and provided no pay
- 5 phone or personal cell phone is available, the school telephone may be used
- 6 for calls concerning matters of serious and compelling personal importance
- 7 that cannot be made before or after the workday.
- 8
- 9 b. In addition to 4.a., designated site representatives, when not responsible for
- 10 the instruction and/or supervision of students or other assigned duties, will
- 11 have reasonable use of a school telephone for local calls involving
- 12 representation matters. The conduct of Association business will not interfere
- 13 with the business of the District.
- 14
- 15 c. The use of the District phone to conduct personal enterprise is prohibited.
- 16 Toll calls shall be charged to the employee’s home phone bill by the
- 17 employee.

18

19 B. **ASSOCIATION COMMUNICATIONS:**

- 20
- 21 1. **Bulletin Boards.** The District authorizes the Association to use without charge one
- 22 site bulletin board designated for employee association information. The location of
- 23 such bulletin board, designation of space, and resolution of disputes about use of
- 24 space shall be determined by the site manager. The Association agrees monthly to
- 25 remove out-of-date materials.
- 26
- 27 2. **Restrictions.** Any literature distributed or posted by the Association must meet
- 28 professional and ethical standards, be dated, identify the person(s) and/or
- 29 organization responsible for its promulgation, and conform to election/campaign
- 30 laws then in effect.
- 31
- 32 3. **Faculty/Staff Mailboxes.** The District authorizes the Association to use faculty/staff
- 33 mailboxes and email subject to Appendix G. Distribution of communications shall
- 34 be by employees on non-duty time or by non-site representatives of the Association.

35

36 C. **ASSOCIATION BUSINESS.** The Association agrees that its authorized staff and

37 building representatives shall not conduct Association business with employees during

38 regular working hours. It is agreed that non-duty times are as follows: before and after the

39 scheduled workday of each employee, the nutrition break, and lunch period. Under no

40 circumstances shall any representative or unit member interrupt or interfere in any way with

41 normal work. Any exceptions must be approved by the appropriate assistant/deputy

42 superintendent.

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. Any
- 7 number in excess of five (5) shall be mutually agreed to by the District and the
- 8 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 prior
- 15 to release from duties.
- 16

17 E. **ORGANIZATIONAL SECURITY:**

- 18
- 19 1. **Membership Dues Deduction.** Any unit member who is a member of the Teachers
- 20 Association of Long Beach, CTA-NEA, or who has applied for membership, may
- 21 pay a lump sum cash payment to the Association or sign and deliver to the District
- 22 an assignment authorizing deduction of unified membership dues, initiation fees and
- 23 general assessments in the Association. Pursuant to such authorization, the District
- 24 shall deduct one-tenth (1/10) of such dues from the regular salary warrant of the unit
- 25 member each pay period for ten (10) pay periods. Unit members who sign such
- 26 authorization after the commencement of the school year shall have deducted one-
- 27 tenth (1/10) the total amount of unified dues for each of the remaining ten (10) pay
- 28 periods.
- 29
- 30 2. **Remittance of Dues.** With respect to all sums deducted by the District, for
- 31 membership dues, the District agrees promptly within fifteen (15) days to remit such
- 32 monies to the Association accompanied by the alphabetical list of unit members for
- 33 whom deductions have been made, categorizing them as to membership in the
- 34 Association, and indicating any changes in personnel from the list previously
- 35 furnished.
- 36
- 37 3. **Provision of Information.** The Association agrees to furnish any information
- 38 needed by the District to fulfill the provisions of this Article.
- 39
- 40 4. **Indemnification.** The Association shall indemnify, defend and hold harmless the
- 41 District against any administrative action before the Public Employment Relations
- 42 Board and/or any court action challenging the legality or constitutionality of Article
- 43 IV, Section E. of this Agreement or its implementation.
- 44

1 The Association shall have the exclusive right to decide and determine whether any
 2 such action or proceedings referred in the above paragraph shall or shall not be
 3 compromised, resisted, defended, tried, or appealed.
 4

5 **F. DISTRICT DIRECTORY.** The District agrees to provide the Association with a digital
 6 copy of a District directory (names, addresses, phone numbers) when such a directory is
 7 published. The Association agrees to use such information for internal organization purposes
 8 only and not to disclose it to any third parties. Additional support service staff schedules and
 9 budget publications shall be made available to the Association.
 10

11 TALB agrees to provide Employee Relations Services with the names of designated site
 12 representatives and to update the list as changes occur. The District agrees to provide the
 13 Association public documents distributed to school board members and the press in
 14 preparation for meetings of the Board of Education.
 15

16 **G. NEW UNIT MEMBER INFORMATION**
 17

18 Except for unit members who have submitted written requests pursuant to Government Code
 19 section 6254.3 (c) prohibiting the disclosure of their home address, home telephone number,
 20 personal cellular telephone number, personal email address, or date of birth, the District shall
 21 provide TALB with unit member information on the new teacher hires.
 22

23 The unit member information will be provided to TALB electronically via a mutually
 24 agreeable secure FTP site or service, at TALB’s expense, within thirty (30) days from the
 25 date of hire. This contact information shall include the following items, if they are included
 26 in the District’s records, with each field in its own column:
 27

- 28 i. First name;
- 29 ii. Middle initial;
- 30 iii. Last name;
- 31 iv. Suffix (e.g. Jr., III);
- 32 v. Job title;
- 33 vi. Department;
- 34 vii. Primary worksite name;
- 35 viii. Work telephone number;
- 36 ix. Work telephone extension;
- 37 x. Home, street address (incl. apartment #);
- 38 xi. City;
- 39 xii. State;
- 40 xiii. ZIP Code (5 or 9 digits);
- 41 xiv. Home telephone number (10 digits);
- 42 xv. Personal cellular telephone number (10 digits);
- 43 xvi. Personal email address of the employee;
- 44 xvii. Hire date
- 45

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

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

12 **H. NEW TEACHER ORIENTATION**

13
 14 a) “New employee orientation” means the onboarding process of a newly hired public
 15 employee.
 16

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

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

37 **J. ASSOCIATION LEAVE:**

38
 39 1. The District will grant to the bargaining unit as a whole a total of two hundred fifty
 40 (250) days per fiscal year (July 1-June 30) of released time for unit members to attend
 41 workshops, conferences, or other activities sponsored by the Association as identified
 42 by H.a and H.b. The TALB president or his/her designee shall submit in writing the
 43 information and the names of unit members who are authorized to use the association
 44 leave days to Employee Relations Services prior to an employee’s application for the
 45 released time. Written application for approval for such released time must be

1 submitted by the employee on the appropriate District form to the site manager at
2 least five (5) working days prior to the anticipated absence.
3

- 4 2. The District will grant to each member of the TALB Board of Directors released time
5 per fiscal year to allow all members to participate in regularly scheduled meetings of
6 the Board of Directors. The TALB president or his/her designee shall provide to
7 Employee Relations Services the names of members of the Board of Directors and
8 the schedule of meeting dates.
9

10 The Association agrees to reimburse the District for any substitute pay expended in
11 relation to Sections 1. and 2. above.
12

- 13 K. The District agrees to make reasonable effort to provide the Association with the opportunity
14 to review newly developed and/or revised forms related to the implementation of this
15 contract.
16

- 17 L. The District agrees to make reasonable effort to provide the Association with a copy of
18 notices to employees which relate to the negotiated agreement and which require the
19 authorization of the Superintendent, the Deputy Superintendent, or the Chief Business and
20 Financial Officer.
21

- 22 M. TALB will have representation on committees as mutually agreed to by the District and the
23 Teachers Association. The parties mutually agree to TALB representation on the Transfer
24 and Assignment Committees.
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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 and posted on the school’s website and the District approved learning management system teacher’s page and counselor’s page indicating times when teachers are available to meet with parents and/or students. Counselors will have one (1) day per week scheduled without supervision for conferring with parents and/or students. Copies of the schedule shall be sent home to parents twice a year.

2. In the elementary schools, teachers shall report for duty and check their mailboxes and email 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, unless they have an after school duty, are excused earlier or are requested to remain by the principal. On Fridays, teachers may leave the building immediately upon the close of the regular school day for pupils except that if District meetings are scheduled on Friday another "early day" may be designated. Teachers of kindergarten (“Kindergarten” includes transitional kindergarten, as defined in Education Code Section 48000) and the first three grades remain on duty as long as teachers of the fourth and fifth grades, unless excused earlier by the principal.

Beginning the 2022-23 school year, TALB and the District agree to convene a joint committee to meet quarterly to review program, support, professional development, analyze data and provide recommendations for improvement. This committee will continue through the length of this contract 2024-2025.

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

3. In the middle and senior high schools teachers shall, unless assigned to before school duty, report for duty at least fifteen (15) minutes before the opening of the first assigned class, conference period, or homeroom/advisory and shall check their mailboxes daily before the instructional day begins. Teachers shall be present on site

1 for an additional sixty (60) minutes weekly as selected at the professional discretion
 2 of the teacher.
 3

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

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

30 Attendance is required at only those meetings authorized by the principal. Such
 31 meetings may be held before or after school and should be approximately one hour or
 32 less in length. Site meetings beyond the instructional day in a typical school month
 33 would include two (2) faculty meetings and two (2) other meetings; (e.g., grade level,
 34 department, program review and/or in-service). In the event of a school or District
 35 emergency, or urgent school business, principals may call additional meetings with
 36 the approval of the appropriate assistant/deputy superintendent.
 37

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

43 During the term of this Agreement, the District shall maintain its practice of treating
 44 IEP meetings as mandatory; bargaining unit members attending such meetings beyond
 45 the duty day and in excess of four hours per month shall be paid therefore at their

1 regular hourly rate provided they submit the Documentation of Mandatory Meeting
2 Form to the Office of School Support Services.

3
4 If mandatory meetings occur before or after the counselors'/psychologists' duty day,
5 the counselors/psychologists may have their start or end times adjusted accordingly
6 of the affected day(s). Counselors/psychologists required to attend mandatory site or
7 district meetings beyond their duty day for which their start and/or end time cannot be
8 adjusted, shall be paid at their regular hourly rate, provided they submit the
9 Documentation of Mandatory Meeting Form to the Office of Student Support
10 Services.

- 11
12 5. The on-site workday for other unit members shall be as follows:

13
14 On-site work hours for secondary school librarians, Teachers on Special Assignment
15 (TOSAs), and program facilitators shall be eight (8) hours per day exclusive of lunch,
16 except Friday when they may leave twenty (20) minutes prior to the end of their
17 regularly assigned workday.

18
19 On-site work hours for nurses shall be seven and one-half (7.5) hours per day
20 exclusive of lunch, except Friday when they may leave twenty (20) minutes prior to
21 the end of their regularly assigned workday. If the principal or his/her designee
22 determines it is necessary for the employee to remain on-site to perform the assigned
23 duties of the position or to fulfill his/her professional obligations appropriate to his/her
24 assignment, the principal or his/her designee shall direct the employee to remain on-
25 site up to a maximum of eight (8) hours a day.

26
27 The on-site workday for counselors and psychologist shall be eight (8) hours per day
28 exclusive of lunch.

29
30 Modifications of the on-site work hours and the "early day" may be mutually agreed
31 to by the employee and the site manager to accommodate a variety of job
32 responsibilities that may be accomplished at a location other than the school site
33 and/or outside of normal working hours. Driving time between District sites shall be
34 included as part of the normal working day exclusive of the duty-free lunch period.

- 35
36 6. Modification in the students' schedule shall have no effect on the unit member's
37 workday as described above, except for Back-to-School Night in the fall and Open
38 House in the spring. Additional exceptions may be approved by the appropriate
39 assistant/deputy superintendent

- 40
41 7. It is recognized that in carrying out job responsibilities, each employee shall perform
42 many duties and adjunct responsibilities which occur outside of the scheduled on-site
43 duty day. Such duties may involve activities such as supervision of pupils,
44 sponsorship of student activities, and participation in school, districtwide, and parent-
45 community committees and/or functions. It is intended that such adjunct duties will be
46 assumed equitably by all unit members. Volunteers will be sought and a site shared

1 decision-making process may be used to distribute adjunct duties; however, if there
 2 are insufficient volunteers, the manager retains the right to assign unit members to
 3 meet the needs of the school. The maximum expectancy for any secondary school
 4 teacher shall be twenty (20) hours per semester or forty (40) per year, exclusive of
 5 faculty/department meetings.
 6

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

- 12 8. All unit members shall be entitled to the statutory minimum duty-free lunch period of
 13 thirty (30) minutes. This entitlement also refers to alternate lunch schedules adopted
 14 because of inclement weather. Normally, teachers can expect to have the same length
 15 of lunch period as students except that the site manager may assign employees to
 16 supervisory duties during the passing periods and/or to meet the occasional needs of
 17 the school lunch period situation.
 18

- 19 9. The scheduled preparation period at the secondary level is defined as paid working time
 20 for the specific purposes of preparing materials; conferring with students, parents,
 21 support staff, and administrators; and other duties subject to assignment by the
 22 principal. It may also, if deemed necessary by the immediate site manager, be used for
 23 providing replacement services (class coverage) for a temporarily absent unit member.
 24

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

39 Efforts will be made to assign non-bargaining unit employees to provide replacement
 40 service. If a bargaining unit member who has been asked to provide replacement
 41 service is relieved by such an employee within the first twenty (20) minutes of service,
 42 the bargaining unit member will be credited with thirty (30) minutes of coverage. If
 43 the coverage time is in excess of thirty (30) minutes, the employee shall be provided
 44 with one (1) hour of credit for replacement service.
 45

- 46 10. **Testing:**

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

11. **Elementary Preparation:**

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

1 12. Employees who request and are granted a part-time assignment shall have a
 2 minimum on-site responsibility exclusive of any duty-free lunch period proportionate
 3 to their contract assignment. Elementary part-time teachers who teach half of the
 4 normal instructional time shall have a workday that is one-half (1/2) the workday of
 5 a full-time teacher. Secondary part-time teachers who are assigned to three (3)
 6 instructional periods shall have a workday that is one-half (1/2) the workday of a full-
 7 time teacher; other workdays shall be based upon the principle that exclusive of the
 8 lunch period, six (6) periods plus required time before and after classes constitute a
 9 full-time assignment. Teachers who work less than full-time shall not be scheduled
 10 for a preparation period as part of the workday. Employees who work half-time or
 11 less shall be exempt from all extra-duty responsibilities except for faculty meetings
 12 which are contiguous with the employee’s workday and annual open house activities.
 13

14 13. At Alternative Education Sites not operating on a traditional on-site workday, it is
 15 agreed that the professional duties of employees require both on-site and off-site hours
 16 of work, that the varying nature of such professional duties may not lend itself to a
 17 total maximum daily work time of definite or uniform length, and that such duties are
 18 normally expected to involve no fewer than six (6) hours at the site except on staff
 19 minimum days and no fewer than eight (8) hours of total effort each workday for both
 20 classroom and non-classroom employees.
 21

22 14. **Instructional Day.**

23
 24 The hours of employment defined in Sections A.1., A.2., and A.3. above shall include
 25 at least the required number of instructional minutes to qualify for incentive funding
 26 provided in Education Code, Section 46201. The designation of instructional time
 27 shall conform to the law. Subject to the foregoing, the minimum number of
 28 instructional minutes shall be:
 29

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

35 except that:

- 36
 37 a. Schools with an organizational pattern of Grades K-8 shall provide a
 38 minimum of 54,000 instructional minutes for Grades 7 and 8.
 39
 40 b. Schools which exceed the above required minimum number of instructional
 41 minutes for specified grade levels shall make no adjustment to reduce the
 42 number of instructional minutes at these grade levels without the express
 43 written consent of the appropriate assistant/deputy superintendent.
 44

45 15. **Electronic Grading and Communication System**
 46

1 At the secondary level, an online gradebook shall be maintained and updated
 2 by the unit member at least each month, or more frequently as determined by
 3 the Site Shared Decision-Making Committee. Grade scheme should be
 4 determined and selected by the twentieth day of the school year. Grades shall
 5 be submitted electronically by the unit members at all grade levels at the
 6 designated reporting periods. Grading guidelines and reporting period dates
 7 shall be provided at the beginning of the school year by the site administrator
 8 or designee. Grade reporting periods shall align with state mandates. Any
 9 technology failure shall be reported immediately by the affected unit member
 10 to the site administrator and/or designated support personnel (e.g. help desk).

11
 12 **16. Job Sharing:**

- 13
 14 a. The Job-Sharing Program is one in which two (2) permanent employees share
 15 the full responsibilities and the contract of employment of one (1) identifiable
 16 full-time position. The shared teaching assignment shall be (1) fifty-fifty (50-
 17 50) percent or (2) sixty-forty (60-40) percent. The sharing shall be on a
 18 proportional division of the school day or of the school week.
 19
 20 b. Applicants must be willing to provide a written commitment to serve a
 21 minimum of one (1) year in the shared position. If, because of extenuating
 22 circumstances, one of the participants cannot continue in a part-time
 23 assignment during the year, the District is under no obligation to return the
 24 individual to a full-time assignment until the following year; but the District
 25 may consider an earlier return if a position is available.
 26
 27 c. Job sharing assignments shall be filled only by teachers who have jointly
 28 requested to work together. A listing of teachers interested in job
 29 sharing will be maintained by both the Certificated Personnel Office and the
 30 Teachers Association.
 31
 32 d. Applicants shall submit a joint written application to the affected site
 33 manager(s) showing the names of the participants, positions affected, the
 34 proposed sharing schedule, division of adjunct duties, and the potential benefit
 35 to students. Mutual agreement between the two (2) employees, the principal,
 36 the appropriate assistant/deputy superintendent, and the Assistant
 37 Superintendent, Human Resource Services, is required before the job-sharing
 38 assignment can be implemented. Applications shall be submitted on or
 39 before March 1.
 40
 41 e. Individual job-sharing assignments will normally be evaluated prior to March
 42 1. A decision with respect to continuance of each program will be made on or
 43 before April 15.
 44
 45 f. Salary will be the prorated share of the amount an employee would have
 46 earned had the employee not elected to exercise the option to participate in

1 job sharing. The contribution to STRS/PERS will be based upon the amount
2 of salary actually earned by the participant.

- 3
- 4 g. Job sharers will receive full District health and welfare benefits. The
5 District will contribute premiums on a prorated basis and participants will pay
6 the remainder of the required premiums. Employees not opting for District
7 health coverage shall provide evidence of health insurance from another
8 source.
- 9
- 10 h. The employee in a shared assignment will receive all contractual leaves on a
11 prorated basis.
- 12
- 13 i. If an employee on shared assignment is absent, the other party, whenever
14 possible and with the approval of the site manager, will trade days with his/her
15 partner or will agree to substitute for his/her partner in a regular substitute
16 status at the regular substitute rate.
- 17
- 18 j. The employee on a shared contract will be expected to participate in
19 professional responsibilities such as, but not limited to, the following:
20 participation in school, district-wide, and parent-community committees;
21 faculty meetings; Back-to-School Night activities; parent/teacher conferences;
22 report card preparation. Details of shared responsibilities are defined in the
23 application.
- 24
- 25 k. If, because of extenuating circumstances, one partner cannot continue in the
26 shared assignment, one of the following shall occur:
- 27
- 28 (1) The remaining participant fills the previously shared position on a full-
29 time basis;
- 30
- 31 (2) A new partner, mutually agreeable to parties, replaces the non-
32 continuing partner;
- 33
- 34 (3) The remaining participant applies for a leave for which
35 he/she is eligible.
- 36
- 37 (4) The remaining participant submits his or her resignation.
- 38
- 39 l. Continuation of any job-sharing partnership is contingent upon the annual
40 mutual agreement of all parties.
- 41
- 42 m. Prior to approval of any job-sharing agreement the two teachers involved shall
43 agree which of them shall remain at the site should the partnership be
44 dissolved and both desire full-time assignment at that site but only one
45 opening exists. In any circumstance, participants would have access to the
46 District's voluntary transfer procedure.

- 1
2 17. **Parent/Teacher Conferences.** K-5 classroom teachers in a K-5 or K-8 school shall
3 have six (6) minimum days in the fall and two (2) minimum days in the spring for
4 parent/teacher conferences.
5

6 For seven (7) days in the fall and five (5) days in the spring kindergarten teachers shall
7 be exempt from the provision in Article V.A.2. These hours shall be available instead
8 for parent/teacher conferences.
9

10 18. **Library Media Teachers**

11
12 a. A library media teacher who maintains the library media center open for at
13 least fifteen (15) minutes before school and fifteen (15) minutes after school
14 will not be assigned bus and recess/nutrition duty.
15

16 b. Secondary classroom teachers shall stay with their classes when bringing them
17 to the library media center; elementary teachers shall escort their classes to
18 and from the library media center.
19

20 c. For classes brought to the library media center, contractual staffing ratios
21 (including LMT and aides) shall be observed, except during Testing Periods
22 or for special, occasional activities as determined by Site Based Decision
23 Making.
24

25 d. Library Media Centers will close during the final week of school to allow
26 LMTs time to close the library, conduct inventory, and complete other
27 oversight tasks that are essential to running an effective library media
28 program. The standard period for closing a library media center shall equal
29 the number of days it is scheduled to be open during a regular week during the
30 school year; the LMT in consultation with the site administrator may
31 recommend a lesser or greater period depending upon the size of the center.
32

33 e. At the secondary level, the LMT at his/her discretion may continue to utilize
34 a flexible schedule in order to service the entire school. At the elementary
35 level, the LMTs may utilize flexible scheduling for 20% of their scheduled
36 work week at that particular site in order to permit collaborations with
37 classroom teachers and their students for in-depth learning and research.
38 LMT's without a Media Assistant shall close the library or be provided a
39 substitute when required to attend District Mandated meetings, and
40 professional development.
41

42 19. **Speech Language Pathologists**

43
44 It is agreed that the professional duties of employees require both on-site
45 and off-site hours of work, that the varying nature of such professional
46 duties may not lend itself to a total maximum daily work time of definite or

1 uniform length, and that such duties are normally expected to involve no
 2 fewer than eight (8) hours of total effort each workday for both classroom
 3 and non-classroom employees.
 4

5 The Preschool SLP caseload shall be as stipulated in Education Code
 6 56441.7. The District and the Association will review caseloads four (4)
 7 times per school year.
 8

9 **B. WORK YEAR:**

10
 11 1. **Teachers** (including nurses, teachers on special assignment, and librarians):
 12

- 13 a. **Traditional Schedule.** The assigned work year shall be from the first day of
 14 the fall semester to the last day of the spring semester, inclusive. The school
 15 year encompasses (10.5) pay periods totaling two hundred and nine (209)
 16 assigned days (one hundred eighty-two [182] actual duty days), dates which
 17 are specified in the calendars (see Appendix A). Beginning with the 2024-
 18 2025 school year, the assigned work year will include two (2) pupil free days.
 19 The revised assigned work year will encompass two hundred and eleven
 20 (211) assigned days (one hundred-eighty four [184] actual duty days), dates
 21 which are specified in the calendars (see Appendix A). It is further agreed
 22 that in the middle and senior high schools two shortened days for pupils will
 23 be scheduled at times to be approved by the appropriate assistant/deputy
 24 superintendent.
 25

26 The first and last days of the work year for all bargaining unit employees shall
 27 be pupil free. All bargaining unit employees will have no fewer than four (4)
 28 hours on each of these days to prepare for the starting and closing of school.
 29

30 2. **Program Facilitators:**

- 31
 32 a. **Traditional Schedule.** The assigned work year shall encompass two hundred
 33 twelve (212) assigned days (one hundred eighty-eight [188] actual days), dates for
 34 which are specified in the calendars (see Appendix A).
 35
 36 b. Based on identified program needs and the availability of sufficient special project
 37 funds at individual school sites, program facilitators may request election for
 38 additional service either before or after the regularly assigned work year, or during
 39 designated non-work periods at year-round schools.
 40

41 3. **Counselors and School Psychologists:**

- 42
 43 a. **Traditional Schedule.** The assigned work year shall encompass two hundred
 44 twenty-four (224) assigned days (one hundred ninety-six [196] actual days), and
 45 dates for which are specified in calendars (see Appendix A).
 46

1 4. **Split Assignments.** In cases of split assignments, employees so affected shall work
 2 each assigned day a number of hours which reflects the employee’s assignments. A
 3 split assignment refers to a full-time employee whose contract assignment includes
 4 two job classifications (Example: teacher/program facilitator).
 5

6 5. **Emergency.** In the event of an emergency or other event resulting in less than the
 7 scheduled number of workdays, the District agrees to consult with the Association
 8 before determining the number and dates of specific days to be rescheduled to ensure
 9 the total contract workdays for all unit employees.
 10

11 6. **Holidays.** The District agrees to grant all employees those non-paid, legal and Board-
 12 designated holidays which occur during their specified traditional or year-round
 13 calendars.
 14

15 a. Legal holidays shall include Independence Day, Admission Day, Labor Day,
 16 Veterans Day, Thanksgiving Day, Christmas Day, New Year’s Day, Dr.
 17 Martin Luther King Jr. Day, Lincoln Day, Presidents Day, and Memorial Day,
 18 and Juneteenth.
 19

20 b. In addition, the District agrees to grant two (2) holidays to be designated by
 21 the Board of Education. One of these holidays shall be the Friday following
 22 Thanksgiving Day.
 23

24 c. When a legal holiday falls on Saturday, the preceding Friday shall be
 25 observed as a holiday. When a legal holiday falls on Sunday, the following
 26 Monday shall be observed as a holiday.
 27

28 Consistent with the above provisions, the date of each holiday shall be set forth
 29 in the calendar (see Appendix A).
 30

31 7. **Summer School and Intersession Programs.** Teachers elected to provide additional
 32 service during summer school on traditional calendar or intersession programs on
 33 year-round calendars will be compensated per Salary Schedule P.
 34

35 Note: Any changes in leave provisions or other benefits as a result of the collective
 36 bargaining process will apply equally to summer school and intersession program
 37 teachers.
 38

39 All eligible employees will have an opportunity to apply to teach during intersession
 40 or summer school. All employees whose most recent final evaluation is effective in
 41 all areas directly related to classroom instruction and student achievement are eligible
 42 for selection for summer school and intersession employment. Applicants will be
 43 selected based upon (a) the needs of the program to be offered and (b) when
 44 applicable, a system of rotation after having served three consecutive intersessions or
 45 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.

- 8. **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.
- 9. Except in specific situations, teachers will be assigned a 180-day school year (182-day duty year, 184-day duty year beginning in 2024-25). Teachers who are asked to work beyond those days will be compensated at their hourly rate for the additional time.

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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.
4. **Pay Warrant Adjustments:**

- 1 a. (Education Code, Section 45051) Contract employees hired after the
- 2 beginning of the contract year shall be notified at the time of employment that
- 3 they will receive a pay adjustment in their first warrant. Contract employees
- 4 who resign, retire, go on unpaid leave, or are terminated prior to the end of
- 5 their work year may have their last pay warrant adjusted.
- 6
- 7 b. The annual salary of any employee who is employed after the beginning of
- 8 the school year, or who resigns, retires, is terminated, or goes on unpaid leave
- 9 prior to the end of the school year shall be computed by comparing the
- 10 number of days actually worked by the employee (including absence days in
- 11 paid status) to the total number of working days in the school year.
- 12
- 13 5. **Additional Assignments:** Bargaining unit employees qualified for additional
- 14 teaching assignments in School for Adults and/or summer school shall be given
- 15 priority consideration. Employees selected by the District to fill positions in the
- 16 Additional Assignments Schedule shall be paid at the rates and in the manner
- 17 described in that schedule.
- 18
- 19 6. **Occasional Projects:** Employees elected by the governing board to work additional
- 20 days on projects related to their primary job responsibilities shall be paid at District
- 21 hourly rates as described in the Additional Assignments Schedule.
- 22
- 23 7. **Catalina Island Employees:**
- 24
- 25 a. Full-time employees who actually work and reside on Catalina Island shall
- 26 receive a salary addition as provided in the Certificated Non-Management
- 27 Salary Schedule. In addition, effective the first school day each year, Catalina
- 28 Island employees shall receive a travel expense allowance. For 2022-2023,
- 29 the allowance is \$1314.21. Each year thereafter, the allowance will be
- 30 adjusted by the same percentage as the salaries of K-12 unit members.
- 31 Employees working less than full time shall receive a share of the travel
- 32 expense allowance proportionate to the time worked.
- 33
- 34 b. Upon employee request, the District shall provide costs not to exceed \$500
- 35 for moving possessions and an automobile to Catalina Island.
- 36
- 37 c. The District shall pay employee costs of routine transportation to and from
- 38 in-service training meetings required by the District.
- 39
- 40 8. **Mileage.** Employees who are authorized by the Board of Education to receive
- 41 reimbursement for mileage will be reimbursed at the rate per mile established by the
- 42 Internal Revenue Service for business mileage.
- 43
- 44 9. **403(b) and 457 Plans.** Unit members may participate in the District approved tax
- 45 sheltered annuity plans, including the 403(b) and 457 plans, through voluntary

1 payroll deduction. The District shall pay the fees, if any, of a third-party
 2 administrator who will be responsible for plan administration and compliance. The
 3 District shall consult with TALB when considering a change in the 403(b) or 457
 4 third party administrator.
 5

6 **B. HEALTH AND WELFARE BENEFITS:**
 7

- 8 1. **Employee Eligibility.** Bargaining unit employees working fifty (50) percent or more
 9 of a full-time assignment as defined in Article V, Section A.11., (exclusive of job
 10 sharing, Article V, Section A.14.) are eligible for health, dental, vision, and life
 11 insurance benefits as provided in this Article. Effective 2010-11, the employer
 12 contribution shall be pro-rated for less-than-full-time unit members.
 13
- 14 a. All coverage is effective the first day of paid service or first paid day upon
 15 return from unpaid leave of absence.
 16
- 17 b. Any employee in unpaid leave status for a period in excess of thirty (30)
 18 calendar days may continue health and welfare benefit coverage as provided
 19 in this Article by personally paying the premiums. The percent of the annual
 20 premiums to be paid shall be the same as the percent of the contract year
 21 during which the employee is in unpaid leave status. (For example, a one
 22 hundred eight-two [182] workday teacher on unpaid leave for one [1]
 23 semester, i.e., ninety-one [91] days, is responsible for fifty (50) percent of the
 24 annual benefit premiums.)
 25
- 26 c. Effective 9/1/06, an employee who fails to enroll during open enrollment or
 27 within thirty (30) days of initial eligibility will be automatically enrolled in
 28 the PPO, Delta Premier, Vision, and Life.
 29
- 30 d. Dependents of employees who, pursuant to paragraph c. above, are defaulted
 31 into the designated District group medical plans are not eligible to be enrolled
 32 except as follows:
 33
- 34 (1) During the next open enrollment period; and/or
 35
- 36 (2) Within thirty (30) days of becoming eligible by virtue of such
 37 qualifying events as birth, adoption, marriage or registering of a
 38 California Domestic Partnership.
 39
- 40 2. The 2013 District annual maximum contribution toward individual unit member
 41 insurance premiums for District medical plans for full time employees, employee
 42 plus one and family coverage shall be based on the 2013 District PPO rates as
 43 adjusted by the cost containment changes. The District's annual maximum
 44 contribution excludes District dental and vision insurance.
 45

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

13
 14 Effective January 1, 2016, change the health and welfare plan year from the current
 15 calendar year (January 1 to December 31) to match the District’s fiscal year (July 1
 16 to June 30). The change shall be managed in the following manner:

- 17
 18 a. Effective July 1, 2016 the new plan year shall be based on the fiscal year (12
 19 months).
 20 i. Open enrollment shall take place in May of each year with all plan
 21 changes being effective on July 1.
 22 b. Flexible Spending Accounts will remain on the calendar year and will
 23 continue to have their open enrollment in November.
 24 c. In the initial transition year, the deductibles and out-of-pocket maximums that
 25 have accrued during the “short” plan year shall carry over for the first plan
 26 year based on the fiscal calendar. The accrued deductible and out-of-pocket
 27 maximum then shall reset back to zero on July 1, 2017.
 28 d. The District Annual Maximum (DAM) shall be converted to the fiscal year
 29 by taking the arithmetic average of the DAM for 2016 and 2017 calendar
 30 years.

31 Example:

$$32 \quad 2016-2017 \text{ DAM} = [(2016 \text{ DAM}) + (2017 \text{ DAM})]/2$$

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

- 34
 35 3. The lowest cost District HMO medical plan offered unit members in any given
 36 insurance year shall not be subject to the District annual maximum contribution
 37 described in Section 2 above. In the event that the District anticipates that the
 38 premiums for the lowest cost District medical HMO plan may exceed the District
 39 annual maximum contribution as described in Section 2 above in the succeeding year,
 40 negotiations will automatically be initiated to address the excess cost during the next
 41 round of negotiations.
 42
 43 4. All eligible unit members retiring from the District after August 31, 2013 shall
 44 receive the same District annual maximum contribution for District medical plans
 45 provided to active unit members. Eligible unit members who retire on or before the

1 above date shall not be subject to the District’s annual maximum contributions as
2 described in Section 2 above.

3
4 5. The District shall apply any health benefit cost containment changes, including plan
5 design changes, implemented for active employees to retirees.

6
7 6. **Health Insurance.** Employees may choose coverage for themselves and their
8 eligible dependents or same gender domestic partners for whom a Declaration of
9 Domestic Partnership is currently on file in the office of the Secretary of State for the
10 State of California. A choice shall be made from any one of the approved plans
11 described below during the enrollment period announced by the Risk Management
12 Branch.

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

22
23 a. **Kaiser Foundation Health Plan.**

24 Brief description of coverage: Unlimited lifetime maximum. Continuation
25 of existing plan without modification of benefits, except as noted.

26
27 Annual out of pocket maximums are \$1,500 Individual and \$3,000 Family

28
29 Physician Visit: \$10 co-pay, effective 7/1/2017.

30
31 Emergency Room Visit: \$100 co-pay, effective 3/1/2013. The fee is waived
32 if the person is admitted to the hospital.

33
34 Chiropractic Care: \$5 co-pay and 30 visits per year, effective 1/1/07.

35
36 Prescription Plan: 100 Day Supply): Retail Generic and Non-Formulary co-
37 pays are \$5; Retail Brand co-pay is \$10 effective 7/1/17.

38
39 b. **HMO Plan.**

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

1 HMO. Office visits, \$10; no deductible; hospitalization 100% covered.
 2 Unlimited lifetime maximum. Continuation of existing plan without
 3 modification of benefits, except as noted effective 7/1/17.

4
 5 Emergency Room Visit: \$100 co-pay, effective 3/1/2013. The fee is waived
 6 if the person is admitted to the hospital.

7
 8 Chiropractic Care HMO): \$5 co-pay, up to 30 visits per year, effective
 9 1/1/07.

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

16
 17 c. **PPO. COMPREHENSIVE MAJOR MEDICAL.** Continuation of
 18 existing plan without modification of benefits, except as noted.

19
 20 (a) Effective January 1, 2016, \$300/\$600 deductible; 20% co-
 21 insurance; \$1,000 individual/\$2,000 family per year out-of-
 22 pocket limit (in addition to deductible).

23
 24 (b) Effective January 1, 2016, \$500/\$1,000 deductible; 40% co-
 25 insurance; \$5,000 individual/\$10,000 family per year out-of-
 26 pocket limit (in addition to deductible).

27
 28 (c) Chiropractic Care PPO: Up to 25 visits per injury. Extra
 29 Visits must be deemed medically necessary as of 1/1/22.

30
 31 Emergency Room Visit: (In-Network/Out of Network) \$100 co-pay,
 32 effective 7/1/2017. The fee is waived if the person is admitted to the hospital;
 33 subject to plan specifications.

34
 35 Prescription Plan: Effective 7/1/2017 the PPO plan will include a
 36 comprehensive prescription program with the following co-pay structure:

37
 38 National Formulary: The District shall participate in the National Formulary
 39 to the extent offered by the district PPO Plan's Pharmacy Benefit Manager
 40 effective July 1, 2016.

41
 42 Retail Pharmacy (30 Day Supply): \$5 co-pay for generic; \$20 co-pay for
 43 formulary; and \$50 co-pay for non-formulary.

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

3
 4 Effective 7/1/2017, all diabetes medications shall be filled in a 90-day supply
 5 through Mail Order or 90-day supply through Walgreens (no other drugs
 6 outside the diabetes category in a 90-day supply at Walgreens).

7
 8 d. Hearing Aids. Any active employee who is insured under any one of the
 9 District sponsored medical plans may request reimbursement for the costs of
 10 hearing aids. The maximum amount of reimbursement shall not exceed one
 11 thousand dollars (\$1,000) within any three (3) year period. The cost of
 12 hardware, fitting tests, and other tests related to the hearing aids purchased
 13 shall be included for reimbursement purposes.

14
 15 7. **Dental Insurance.** The District agrees to provide eligible employees with District
 16 payment of premium costs. Employees may choose between approved plans
 17 described below:

18
 19 a. Delta Dental, PPO Plus Premier. This is a continuation of the present plan and
 20 the District shall continue to pay premium costs under this plan for the employee
 21 only. The employee may choose to pay premium costs for eligible dependents.
 22 Maximum amount paid by plan per person per calendar year:

23
 24 In-Network PPO Dentists: \$2,200.
 25 Premier and Out-of-Network Dentists: \$2,000.

26
 27 b. Delta Care (PMI) Dental Health Plan. This is a continuation of the present plan.
 28 Coverage for both the employee and his/her eligible dependents is provided for
 29 by this plan.

30
 31 8. **Life Insurance.** Employees whose regular annual salary exceeds fifteen thousand
 32 dollars (\$15,000) shall be insured for the amount of the annual salary but not to
 33 exceed fifty thousand dollars (\$50,000); employees whose regular annual salary is
 34 fifteen thousand dollars (\$15,000) or less shall be insured for fifteen thousand
 35 (\$15,000). The amount of coverage shall be based upon the salary rate on the last
 36 day of actual service to the District by the employee.

37
 38 9. **Vision Care Insurance.** The District agrees to provide vision care insurance for
 39 eligible employees. The Medical Eye Services plan provides one (1) comprehensive
 40 examination every twelve (12) consecutive months; two (2) pairs of lenses in any
 41 twenty-four (24) consecutive months. Employee is responsible for paying a ten
 42 dollar (\$10) deductible per calendar year. Prior enrollment in the plan is required.

43
 44 10. **Mental Health Care Service.** Employees and eligible dependents shall be provided
 45 outpatient mental health care service through the same Health provider in which the

1 unit member is enrolled through the District (i.e. If medical is provided by the PPO,
 2 the mental health care is provided through the PPO.)

- 3
 4 11. **125 Plan- Flexible Spending Accounts.** Upon securing the appropriate government
 5 approval, the District will provide employees the opportunity to participate in a 125
 6 Plan at no administrative cost to the employee. Attendance at informational meetings
 7 shall be voluntary.
 8

9 C. DURATION OF BENEFITS:

- 10
 11 1. **Retiring Employees After Seventeen Years of Service.** Employees shall be
 12 eligible for District-paid premiums for health insurance provided that (a) the
 13 employee is age fifty-five (55) or older upon retirement and has seventeen (17) or
 14 more service years in the District or (b) the employee has at least thirty (30) years of
 15 service credit with STRS or PERS and seventeen (17) or more service years with the
 16 District. This benefit shall end when the retiree reaches age sixty-seven (67) on the
 17 condition that the retiree, if eligible, applies for coverage under Medicare Part A and
 18 B coverage at age sixty-five (65). Eligible employees who fail to apply for such
 19 coverage will not receive District-paid premiums for health insurance from age sixty-
 20 five (65) to age sixty-seven (67). The retiree, or un-remarried spouse of deceased
 21 retiree, may remain in the District plan by paying personally the insurance premiums
 22 without any limit on age.
 23

24 Medicare coverage will be primary for those employees who are eligible; the
 25 District's plan will provide secondary or umbrella coverage over Medicare payments.
 26 Additional information is available from the Risk Management Branch. (For health
 27 insurance benefits, unit member employees compensated for fifty [50] percent or
 28 more of a full-time assignment will receive one [1] year of credit toward the required
 29 seventeen [17] years of service.)
 30

- 31 2. **Resigning/Retiring Employees.** Employees who do not qualify under Section 1.
 32 above and who resign as of the last day of the traditional school year and after having
 33 served a complete contract year immediately prior thereto shall be eligible for
 34 District-paid health, dental, vision, and life insurance benefits through September 30
 35 following the school year of service.
 36

37 Resigning/retiring employees (regular or temporary contract) who complete a full
 38 year of service and who were originally employed in the District on a year-round
 39 calendar with salary prorated over two hundred sixty (260) days will have benefits
 40 provided through September 30 following the school year of service. Retirees age
 41 fifty-five (55) or older may remain in a District plan by paying personally the
 42 insurance premiums beginning the first of the month after the employee's retirement
 43 date. There is no limit on age. Medicare coverage will be primary for those
 44 employees who are eligible; the District's plan will provide secondary or umbrella

1 coverage over Medicare payments. Additional information is available from the Risk
2 Management Branch.

- 3
- 4 3. **Temporary Contract Employees.** Persons with temporary contracts on traditional
5 calendar who receive a letter of assurance for future employment shall have
6 continuous health, dental, vision, and life insurance benefits through the months of
7 July, August, and September following receipt of the letter of assurance.
8
- 9 4. **Employees on STRS/PERS Disability.** Employees who otherwise qualify and who
10 are disabled and begin drawing STRS/PERS disability payments after June 1, 1979,
11 shall be eligible for District-paid health insurance for the term of the disability but
12 not more than thirty-nine (39) months from the dates of approval of the disability
13 allowance.
14
- 15 5. **Health Insurance Extension.** For employees who do not qualify for benefits as
16 described in Sections C.1. or C.2. above, District-paid health, dental, vision, and life
17 insurance coverage shall be extended to the end of the calendar month in which
18 employment is terminated.
19
- 20 6. **Dental Insurance Extension.** Employees who retire from the District may remain
21 in a District plan by paying personally the insurance premiums as provided for in
22 Education Code, Section 7000. Employees who terminate employment with the
23 District may extend their dental insurance at employee expense as provided in the
24 Consolidated Omnibus Budget Reconciliation Act (COBRA). Information should be
25 requested from the Risk Management Branch.
26

- 27 D. **TUBERCULOSIS EXAMINATION.** Required examinations for tuberculosis shall be
28 provided by the District at no cost to employees only if District-designated service providers
29 are utilized. The TB testing procedures has added a TB risk assessment questionnaire and,
30 if risk factors are identified, the District shall require TB testing and examination to
31 determine the unit member is free of infectious tuberculosis. The examination shall consist
32 of an approved intradermal tuberculin test (Mantoux), which, if positive, shall be followed
33 by an x-ray of the lungs.
34
- 35 E. **CONSULTATION MEETINGS.** The Association shall be invited on an annual basis to
36 consultation meetings with the District and other employee groups for the purpose of
37 exchanging information on the implementation of health, dental, and vision plans. The
38 District also shall provide the Association the following documents without cost: provider
39 service agreements, financial reports, cost containment reports, and claims information
40 summaries.
41
- 42 F. **HEALTH AND WELFARE BENEFITS COMMITTEE.** The Association and District
43 agree to form a joint committee to meet on an as needed basis to address the current and
44 projected increases in health care costs. All recommendations will be submitted for

1 consideration to the respective collective bargaining teams for negotiating. The specific
2 duties of the subcommittee shall include:

- 3
- 4 a. Actively considering health and benefit cost containment measures relating to District
5 PPO, HMO, vision and dental insurance plans for recommendation to the parties. This
6 includes, but is not limited to, co-payments and plan design modifications, active rate
7 bidding by health care vendors/providers and alternative plans. It is the intent that the
8 subcommittee shall use every reasonable effort to maintain the premiums for the lowest
9 cost District HMO medical plan below the District annual maximum contribution
10 described in Section B.2 above.
- 11
- 12 b. Membership education intended to fully maximize health benefits in a manner that
13 encourages cost containment and quality health care (e.g., use of emergency room for
14 non-emergency matters, use of generics, etc.).
- 15
- 16 c. Ongoing data sharing regarding comparable costs and health plans with similar districts.
- 17
- 18 d. Timelines for meetings consistent with making necessary recommendations for ongoing
19 negotiations and health benefit renewal dates.
- 20
- 21 e. Identifying an additional \$800,000 in cost containment and plan changes for TALB unit
22 members for implementation no later than January 1, 2014. These cost containment
23 changes will reduce the premiums for the affected plans beginning January 1, 2014 and
24 are intended to mitigate individual unit member premium contributions as described in
25 Section B.2.

26

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

32

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

36

37

38

39

40

41

42

43

44

45

ARTICLE VII

Leaves of Absence

A. LEAVES OF ABSENCE (GENERAL):

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

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

- 4. When approved, leaves of absence without pay for personal business, vacation or recreation shall be limited to a maximum of five (5) consecutive workdays.
- 5. The District shall determine procedures on employee responsibilities for application, notification, and verification regarding use of all authorized leaves of absence. Employees shall be advised of such procedures. The District shall consult with the Association prior to modification of such procedures. Upon request, the District shall annually provide to the Association a copy of all forms, procedures and Board of Education-adopted policies related to this Article.

6. **Return From Leave of Absence:**

- a. Any employee returning within the same work year from sick leave, bereavement leave, statutory leave, judicial leave, personal necessity leave, or Family and Medical Leave Act (FMLA) or California Family Rights Act (CFRA) shall return to the same position assigned previous to the commencement of the leave.
- b. Any employee on leave as described in 6.a., for no more than one school year, who notifies the District in writing by the last duty day of that school year of his/her intent to return, and who actually returns to work on the first duty day

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4 1. **Bereavement Leave.** Employees are entitled to leaves of absence, not to exceed five
5 (5) as a result of the death of any member of the immediate family. Bereavement
6 leave is non-cumulative and shall be taken only sequentially and immediately
7 following the death of a member of the immediate family. No deduction shall be
8 made from the salary of the employee, nor shall the leave be deducted from leave
9 granted in other sections of this Article. Members of the immediate family include
10 mother, step-mother, father, step-father, grandmother, grandfather, or grandchild of
11 the employee or of the spouse of the employee or registered domestic partner; and
12 the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law,
13 sister, sister-in-law, of the employee or of the spouse of the employee; or any person
14 having a principal place of residence in the immediate household of the employee.
15 Employees who take bereavement leave shall be responsible for following all
16 notification procedures as per Section A.5. of this Article.
17

18 2. **Imminent Death Leave.** Certificated employees under contract are entitled to two
19 (2) days (non-cumulative) imminent death leave at full pay during each fiscal year.
20 This type of leave may be authorized in case of accident or critical illness of a
21 member of the immediate family (as defined in paragraph 1. of this Section) when
22 death of the family member is imminent.
23

24 3. **Sick Leave:**
25

- 26 a. Sick leave entitlement shall be deducted using the following procedures.
27 Absent from work for the entire school day will be charged for eight (8) hours
28 of leave.
29 Absent for part of a school day will be charged in half-hour increments only
30 for the time, within their duty day, that they are off site.
31

32 For payroll computation:
33

34 .5 day = 4 hours leave

35 1.0 day = 8 hours leave
36

- 37 b. For each school year of service every employee employed five (5) days a
38 week (1.00 FTE) shall be entitled to the following leave of absence with full
39 pay for illness or injury
40

41 182 work day employees: 10.2 days (81.60 hours)
42

43 Sick leave may be deducted in one-half (1/2) hour increments.
44

- 45 c. An employee in less than a full-time assignment and/or employed for less
46 than a full contract year shall receive and have sick leave deducted in direct

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

5 d. Kin Care Leave (Labor Code § 233): Full time unit members shall be entitled
 6 to use six (6) days of accrued and available sick leave each school year to
 7 attend to an illness of or take to a doctor for preventive care a child, parent,
 8 parent in law, spouse, registered domestic partner, grandparent, grandchild,
 9 or sibling of the employee. This leave shall be prorated for part-time unit
 10 members. The District may require a statement of verification from a
 11 physician or a recognized practitioner verifying the illness of the employee's
 12 family member.
 13

14 e. Sick leave accrues at a rate of .056044 for each hour an employee has worked
 15 in an hourly assignment, including summer school and intersession
 16 assignments. Accumulated hourly sick leave may be used for absences in
 17 any hourly assignment, except that during the first and last week of summer
 18 school leave for compelling personal reasons will not be granted and teachers
 19 should expect to be required to provide doctor's verification of illness
 20 absences. Contract sick leave may not be used for absences in an hourly
 21 assignment. If an employee serving in a contract assignment has exhausted
 22 his/her contract sick leave, accumulated hourly sick leave may be used prior
 23 to statutory sick leave.
 24

25 f. An employee who claims sick leave may be required to execute a certificate
 26 or declaration to the effect that he/she was actually ill or injured on that day(s)
 27 before such sick leave may be paid.
 28

29 Sick leave shall not normally be taken for minor elective or cosmetic surgery.
 30 Exceptions may be approved by the district physician.
 31

32 g. When the District determines that an employee's health condition may be
 33 impairing job performance, Human Resource Services shall have authority to
 34 direct the employee to have a medical examination by the district physician,
 35 by a District-appointed physician at District expense, or by an employee-
 36 selected physician approved by the district physician and to be paid by the
 37 employee.
 38

39 h. If a certificated employee under contract does not take the full amount of sick
 40 leave allowed in any school year, the amount not used is accumulated from
 41 year to year, and accrued sick leave is credited toward time served for
 42 retirement purposes.
 43

44 i. An employee's sick leave record is open to the employee's inspection upon
 45 request to the site payroll clerk. Sick leave accumulation shall be reported on
 46 each period.

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

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

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

- 15 (1) Death of a member of the immediate family as defined in Section C.1.
16 above. (This is in addition to normal bereavement leave.)
17
- 18 (2) Accident involving the employee's person or property, or the person
19 or property of a member of the immediate family, as defined in
20 Section C.1. above. Such accident must a) be serious in nature, b)
21 involve circumstances the employee cannot be expected to disregard,
22 and c) require the attention of the employee during assigned hours of
23 work.
24
- 25 (3) Appearance in court as a litigant. (The employee must return to work
26 in cases in which it is not necessary to be absent more than half of the
27 regular workday.)
28
- 29 (4) Appearance as witness under an official order for which salary is not
30 allowed. Each date of necessary attendance under such an order, other
31 than the date specified in a subpoena, shall be certified by the clerk or
32 other authorized officer of the court or governmental jurisdiction. In
33 any case in which a witness fee is payable, such fee shall be collected
34 by the employee and remitted to Financial Services. (The employee
35 must return to work in cases where it is not necessary to be absent
36 more than half the regular workday.)
37
- 38 (5) Illness in the immediate family of the employee as defined in Section
39 C.1. above.
40
- 41 (6) Home protection in the event of a natural catastrophe, such as flood
42 or fire.
43
- 44 (7) Compelling Personal Reasons. Maximum of five (5) days per fiscal
45 year upon twenty-four (24) hours prior notice of the absence to the
46 appropriate manager; for business or other activity of serious and

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

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

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

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

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

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

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

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

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

22

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

- 27
- 28 f. Before salary payments are made to an employee absent because of industrial
 29 injury or illness, a report of the illness or injury must be filed in the office of
 30 Risk Management.
- 31
- 32 g. After expiration of paid leave, an employee who is unable to return to work
 33 as determined by the district physician may be granted additional leave
 34 without pay for one (1) year. Such leave may be extended for one (1)
 35 additional year for sufficient cause.
- 36
- 37 h. Periods of leave under this regulation, either paid or unpaid, shall not be
 38 considered to be a break in the service of the employee, except that days of
 39 absence may cause a break in progress toward tenure.
- 40
- 41 i. During all paid leaves of absence the employee must endorse benefit checks
 42 received under state workers' compensation laws to the District. The District
 43 will issue to the employee appropriate warrants and payments of wages or
 44 salary and shall deduct normal retirement and other authorized deductions. If
 45 combined payments under this regulation total less than the normal full
 46 salary, as in the case of an employee on statutory leave, the employee is not

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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- d. Compensation shall be paid to an employee while he or she is on sabbatical leave upon the furnishing by the employee of a suitable bond indemnifying the governing board of the District against loss in the event the employee fails to render the agreed upon service following the return of the employee.
- e. No sabbatical leave shall be granted until the Assistant Superintendent, Human Resource Services, is satisfied that a suitable 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 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, 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 March 31 and ending on the seventh student day of the first week of the traditional school year. The recommendations of the Committee shall be advisory to the District. The District reserves the right to make the final determination.

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

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

6
 7 Placement recommendations for non-specialized positions made by the Transfer
 8 Committee shall be based on the criteria listed in Section E in the following order:

- 9
 10 a. Employer-Initiated Transfers: Ranked by Permanent, Probationary in
 11 order of seniority within each group. When possible, placement
 12 recommendations shall be made within each group considering the first
 13 three preferred school sites in addition to other site preferences indicated
 14 on the Request for Transfer application.
 15 b. Employee Initiated Transfers: Ranked same as above
 16 c. Return from Leave of Absence: Ranked in order of receipt of Request
 17 for Transfer to Human Resource Services.
 18
 19 6. To facilitate the staffing process, employees are expected to make known their leave,
 20 resignation, or retirement requests by March 1.
 21
 22 7. Instructional Specialists and Nurses whose regular assignments involve travel between two
 23 (2) or more District work sites shall be assigned to schedules by the District following
 24 opportunity for advisory input as to employee preferences. These employees may request a
 25 transfer for all or a part of their assignment. These assignments shall be reviewed by the
 26 District Transfer Committee.
 27

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

32 **B. EMPLOYEE INITIATED TRANSFER REQUESTS:**

- 33
 34 1. Lists of known vacancies for the next school year shall be posted in each school no later than
 35 March 15. Postings shall be sent to the TALB Office, to each school site for posting on a
 36 designated bulletin board in the faculty lounge, and posted on the District's website. Updates
 37 of current openings will be posted in March, April and May. Postings in June and July shall
 38 be made for information purposes only. The lists shall include (a) the District elementary or
 39 secondary school; (b) grade level or subject matter; (c) or schedule for year-round
 40 assignments; (d) other pertinent credential/special certification and/or job description
 41 information. TALB shall be sent a copy of each list.
 42
 43 2. On or before March 31, teachers, nurses, and librarians may submit requests for transfer
 44 indicating each position for which they are credentialed and which they would be willing to
 45 accept, whether or not that position appears as a vacancy.

1 Such transfer requests shall be made on the appropriate District form. If qualified, those who
 2 submit requests will be considered for all applicable positions as they become available
 3 through the end of the first seven (7) student days of the following traditional school year.
 4

- 5 3. Additional vacancies shall be filled by the District as they occur throughout the spring and
 6 summer, up to the end of the first seven (7) student days of the following traditional school
 7 year. The District Transfer Committee shall monitor all vacancies until they are filled.
 8
 9 4. Factors to be considered for Employee Initiated transfers are contained in Section E of this
 10 article.

11
 12 **C. EMPLOYER INITIATED TRANSFER REQUESTS:**
 13

- 14 1. Changes in staffing other than those made under Section B. above shall be made whenever
 15 the District determines that there is a need (a) to reduce staff because of enrollment loss or
 16 discontinuance of a program, grade level, or school closure; (b) to balance a school staff in
 17 terms of gender, teaching experience, bilingual needs, magnet programs and/or co-curricular
 18 needs. In addition, employer initiated transfers may be made for other factors confidential to
 19 the employee and Human Resource Services.
 20
 21 2. When the manager determines the factors related to an employer initiated transfer
 22 necessitated by school, segment, or department enrollment loss, he/she shall ask for a
 23 qualified volunteer. In the event that no one volunteers, the manager shall select for transfer
 24 the probationary employee who has the least districtwide seniority as a certificated employee.
 25 If there are no probationary employees in the school, segment, or department, the manager
 26 shall select the tenured employee who has the least districtwide seniority as a certificated
 27 employee.
 28

29 Probationary and permanent employees may be exempted from employer initiated transfer
 30 if the change would adversely affect any of the following: (a) compliance with state and
 31 federal requirements; (b) balance of numbers of males and females on faculty/department
 32 staff; (c) balance of numbers of male and females in Physical Education (PE).
 33

- 34 3. A manager will hold a conference in a timely manner with an employee who is to be
 35 transferred at employer request to discuss the reasons for the change. Upon request, the
 36 employee may have an Association staff or site representative present at the conference. The
 37 displaced employee shall be given priority consideration and the employee will have the
 38 opportunity to submit a transfer request indicating positions for which he/she is appropriately
 39 credentialed.
 40
 41 4. Notwithstanding the provisions in C.2. above, employees shall not be subject to transfers at
 42 employer request if they are fifty-nine (59) years of age or older with twenty (20) or more
 43 years of service to the District, have been transferred at employer request within the previous
 44 three (3) years, or have volunteered in writing for transfer to their principal and were
 45 transferred in lieu of transfer at employer request.
 46

1 5. Displaced employees who are transferred shall have the right to return to their last identical
 2 assignment if it is reinstated before the end of the seventh student day of the following
 3 traditional school year. Reinstatement may only occur as a result of an increase in student
 4 enrollment.

5
 6 6. Factors to be considered for Employer Initiated transfers are contained in Section E of this
 7 article.

8
 9 **D. RETURN FROM LEAVES OF ABSENCE:**

10
 11 1. Employees returning from leave shall be assigned in the order their Request for Transfer is
 12 received by Human Resource Services.

13
 14 2. To facilitate the staffing process, employees are expected to make known their leave,
 15 resignation, or retirement requests by March 1.

16
 17 **E. FACTORS IN DETERMINING TRANSFERS:**

18
 19 1. One or more of the following factors shall be considered in determining transfers initiated by
 20 employees or by the District:

21
 22 (a) Credential(s) including Supplemental Authorization;

23 (b) Compliance with state and federal requirements, including but not limited to
 24 Education Code 35036;

25 (c) Department, grade level, or team teaching responsibility in the affected schools;

26 (d) Staffing needs of the schools (gender, teaching experience);

27 (e) Skills, experience, certification, and/or training; and

28 (f) Recommendation of site interview team.

29
 30 2. When the District determines that the above factors are substantially comparable, seniority
 31 in the District as a certificated employee will determine transfers; except that, in cases of
 32 equivalent seniority in the District, additional consideration will be given to the employee's
 33 length of service at the present school site. A final tie-breaker will be determined by the
 34 higher last four digits of the employees' randomly generated identification number allowing
 35 that employee to stay at the site.

36
 37 3. The superintendent of a school district may not transfer a teacher who requests to be
 38 transferred to a school offering kindergarten or any grades 1 to 12, inclusive, that is ranked
 39 in deciles 1 to 3, inclusive, on the Academic Performance Index if the principal of the school
 40 refuses to accept the transfer pursuant to Education Code, Section 35036.

41
 42 4. Under E.1.f above, a selection process shall be required for specialized positions as defined
 43 in section A.4 posted by the District. All individuals who requested a transfer to that position
 44 will be given the opportunity to participate in the selection process. Site interview teams,
 45 comprised of a majority of unit members, shall provide recommendations for consideration

1 to the site administrator. The site administrator shall make the final recommendations for
 2 consideration to the District Transfer Committee(s) in accordance with A.5 above.

- 3
 4 5. Any employee is eligible to initiate a transfer request or volunteer for displacement when
 5 his/her most recent final evaluation is effective in all areas.

6
 7 **F. MISCELLANEOUS PROVISIONS:**

- 8
 9 1. Employees who are to be transferred shall be given notice of tentative assignment normally
 10 prior to the close of the school session year. Those transferred after the close of the school
 11 year shall be notified by mail.
 12
 13 2. It may be necessary to make employer/administration initiated transfers or employee
 14 initiated transfers during the school year. Such changes shall be made at a time and in a
 15 manner that the District determines to be least disruptive to the educational program or
 16 support service.

17
 18 Employees who are transferred during the school year will be given as much advance notice
 19 as possible. Those who so request shall be allowed one (1) day of preparation time and
 20 reasonable custodial assistance in moving the employee's materials to the new work location.

- 21
 22 3. Employees who are transferred at employer request at the end of the school year shall be
 23 given reasonable custodial assistance, upon request, in moving materials to the new location.
 24
 25 4. Employees who are granted their transfer requests shall not be eligible to apply for a
 26 subsequent transfer for at least three (3) years except with the consent of the District.
 27
 28 5. An employee who has received an employer initiated transfer and who was not placed in a
 29 position he/she requested shall be placed in the first priority grouping of employee initiated
 30 transfers for placement in the subsequent year if the employee submits a Request for
 31 Transfer.
 32
 33 6. Teachers who are assigned to sites with multiple campuses such as Poly/PAAL are
 34 considered to be assigned to the same site. Movement between the two campuses shall not
 35 be defined as a transfer.

36
 37 **G. REASSIGNMENTS:**

38
 39 The Long Beach Unified School District and the Teacher Association of Long Beach have
 40 entered into a Memorandum of Understanding for implementing reassignments dated April
 41 5, 2023. This MOU will expire on June 30, 2025

42
 43 The memorandum of Understanding in part states, in the event a unit member has concerns
 44 with the reassignment, the teacher will have ten (10) working days to request a review
 45 meeting with the Director of Employee Relations Office with a clear, concise statement of
 46 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.

H. **GUIDELINES FOR CHANGE OF ASSIGNMENT – TEACHER SUPPORT:** The Long Beach Unified School District and The Teacher Association of Long Beach have entered into a Memorandum of Understanding (MOU) – Guidelines for Change of Assignment – Teacher Support dated April 5, 2023. This MOU will expire on June 30, 2025.

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

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ARTICLE IX

Safety Conditions of Employment

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- 5 A. The District shall be responsible for providing and maintaining buildings/facilities for unit
6 members consistent with state health and safety regulations.
7
- 8 B. Employees shall report potentially unsafe or existent unsafe conditions of the physical
9 building/facility in writing to their immediate manager.
10
- 11 C. The site manager or his/her designee shall investigate physical conditions at the site which
12 are alleged in writing to be unsafe or hazardous. When the manager determines that an unsafe
13 or hazardous physical condition exists, he/she shall take reasonable steps to temporarily
14 prevent accidents and shall within forty-eight (48) hours also take action he/she deems
15 necessary to correct the condition. Upon request, the unit member will be notified of the
16 status of the repair.
17
- 18 D. Employees shall be responsible for complying with published District safety standards
19 applicable to each employee’s job responsibility and for practicing basic safety measures.
20 Each site shall test emergency bells through scheduled drills. The dates of the drills will be
21 available upon request in the site office for review. The District agrees to provide on-going
22 opportunity for unit members to make suggestions, recommendations and collaborate with
23 the site manager regarding the safety of employees through site safety committees.
24
- 25 E. When conditions constitute an obvious and immediate danger to the physical well-being of
26 the employee and/or students for whom the employee is responsible, the employee shall
27 immediately report the situation to the manager who in conjunction with the employee will
28 render prudent and reasonable assistance in alleviating the problem. Safety committees at
29 each site shall develop and/or review energy communication procedures to address
30 classroom and site emergencies.
31
- 32 F. The District acknowledges the employee’s statutory authority to exercise physical control of
33 pupils as per Education Code, Section 44807, and to suspend pupils as per Education Code,
34 Section 48900 et seq., and in compliance with District guidance and discipline codes.
35
- 36 G. Employees shall immediately report serious threat of physical harm or cases of actual assault
37 and/or battery suffered by them in connection with their employment to their immediate
38 manager to submit the appropriate district form. All such reports shall be forwarded to the
39 appropriate local police agency by the District in compliance with state law. If police action
40 is desired by the employee, he/she must file a separate complaint. The District recommends
41 that employees file such complaints with the police.
42
- 43 1. As provided in Education Code, Section 44807, any certificated employee of a school
44 district shall not be subject to criminal prosecution or criminal penalties for the
45 exercise, during the performance of his/her duties, of the same degree of physical
46 control over a pupil that a parent would be legally privileged to exercise but which in

1 no event shall exceed the amount of physical control reasonably necessary to
 2 maintain order, protect property, protect the health and safety of pupils and
 3 employees, or to maintain proper and appropriate conditions conducive to learning.
 4

5 2. As provided in Education Code, Section 35208 (2), the District shall insure against
 6 the personal liability of the members of the Board and of the officers and employees
 7 of the District for damage for death, injury to a person, or damage or loss of property
 8 caused by negligent act or omission of the member, officer, or employee when acting
 9 within the scope of his office of employment.

10
 11 3. Any employee who has suffered physical or psychological harm due to threat of or
 12 actual assault, when acting within the scope of employment, should contact the Risk
 13 Management Branch for details of District-provided assistance; i.e., workers'
 14 compensation benefits, EASE, liability insurance, or other applicable benefits.
 15

16 An employee who files a written report of injury or assault may either send a copy of
 17 the report to TALB or, upon request, the District will forward a copy to TALB.
 18

19 H. The District agrees to meet the requirements of Education Code, Section 35208 relative to
 20 liability insurance and to communicate to employees on the subject within the first four (4)
 21 weeks of each work year.
 22

23 I. The District shall compensate a bargaining unit employee for loss or damage to personal
 24 clothing or personal property as defined in Labor Code, section 3208, arising from an
 25 accident while acting within the scope of his/her employment. Claims for compensation
 26 must be submitted to the Chief Business and Financial Officer on the appropriate form for
 27 approval.
 28

29 1. The District shall provide for the reimbursement to employees for the loss or
 30 destruction, or damage by arson, burglary or vandalism of personal property used in
 31 the schools of the District, as follows:
 32

33 a. Reimbursement shall be made only when approval for the use of the personal
 34 property in the schools was given before the property was brought to school
 35 and when the value of the property was agreed upon by the employee bringing
 36 the property and the school administrator or person appointed by the
 37 administrator for this purpose at the time the approval for its use was given.
 38

39 b. When granted, such approval and agreed-upon value shall be in writing.
 40

41 c. Reimbursement for non-insured value shall be limited to a maximum of \$600
 42 per employee per year.
 43

44 d. It is the employee's responsibility to provide reasonable precautions and
 45 security for the approved item(s).
 46

- 1 2. The District shall provide for the reimbursement of any employee’s watch and other
2 jewelry that was damaged or destroyed as a result of an assault or intervention in a
3 fight while acting within the scope of employment. Reimbursement will be limited
4 to a maximum of \$600.
5
- 6 J. Written District guidance and discipline codes and due process provisions normally will be
7 distributed to and/or reviewed with employees at the first staff meeting of the school year but
8 no later than the end of the fourth week of the school year. Employees shall be responsible
9 for being familiar with these provisions, including the appropriate application of due process
10 for students.
11
- 12 K. When the site administrator has been officially notified that the court has authorized the
13 release of information and such release of information does not violate the legal rights of the
14 individual student, the teacher shall be informed of any student placed in his/her class who
15 has been convicted of a violent crime. The teacher is responsible for maintaining such
16 information in strict confidence.
17
- 18 Reasonable effort will be made to have the suspension logged in Synergy prior to the
19 student’s return, for any student who has been suspended for a violent or threatening act on
20 campus.
21
- 22 Pursuant to Education Code Section 49079, the District shall notify the teacher of each pupil
23 who, within the preceding three years, has engaged in acts which violated any of the
24 subdivisions of Education Code section 48900, except for subdivision (h), 48900.2, 48900.3,
25 48900.4 or 48900.7, or that the pupil is reasonably suspected to have engaged in such acts;
26 provided the District has written records of such conduct which it either maintains in the
27 ordinary course of business or which it has received from law enforcement. Any information
28 received by the teacher under this section shall be maintained in confidence, used only for
29 the limited purpose for which it was provided and shall not be further disseminated by the
30 receiving teacher.
31
- 32 L. The District agrees to make available to employees information on the specific statutory
33 provisions referred to in this Article.
34
- 35 M. Affected teachers shall be notified of extensive non-routine maintenance projects to be
36 conducted at the school site. It is the intent of the parties that these projects will be scheduled
37 to be as non-intrusive on the instructional program as is practical.
38
- 39 Operations schedules tree trimming, grass cutting and using blowers; copies of such schedule
40 shall be posted in locations accessible to Bargaining Unit Members. [Note: Such schedules
41 may be impacted by holidays, weather, equipment and emergencies.]
42
- 43 N. It is not the intent of the District to require any non-medical unit member to perform
44 specialized health care services; e.g., tracheotomy care, catheterization, insulin injections. If
45 the District contemplates a change with respect to this issue, the District and Association
46 shall meet and negotiate the conditions under which such services shall be performed.

1
 2 O. With the exception of temporary malfunctions, all existing classrooms will have a working
 3 intraschool phone or intercom. New classrooms will have intraschool phones or intercoms
 4 installed as quickly as possible but no later than twelve (12) months after the classroom is
 5 utilized for instruction. During the period when no phone or intercom has been installed,
 6 classroom teachers shall be provided with cell phones within a reasonable time.

7
 8 In those situations in which students are instructed in non-traditional interior areas, the
 9 teacher will have access to some type of device to ensure emergency communication with
 10 the school office.

11
 12 P. While on District business, in the event an employee’s vehicle is damaged as a result of
 13 vandalism or theft, the District will reimburse the employee for the insurance deductible
 14 payment in an amount not to exceed \$600 per incident.

15
 16 The above is contingent upon all of the following:

- 17
 18 1. The employee secures a police report regarding the vehicular or theft vandalism
 19 within twenty-four (24) hours of the incident.
 20
 21 2. The damaged vehicle was parked at an appropriate location in a legal manner on or
 22 near school district property while the employee was required to be engaged in
 23 District business.
 24
 25 3. The employee provides the Risk Management Branch with evidence of the amount
 26 of insurance deductible payment actually made by the employee to his/her insurance
 27 company.
 28

29 Q. District Safety Committee: TALB may have the greater of three (3) representatives on the
 30 committee or the number of representatives from any non-certificated bargaining units(s).
 31 Release time will be provided for those meetings scheduled during duty time.
 32

33 R. Each school year, the District shall post updated maps indicating the name, location, and
 34 telephone extension of each employee at the site.
 35

36 S. In order to provide a safe, caring and orderly environment, the District expects civility from
 37 individuals engaging in school activities. Mutual respect, professionalism and common
 38 courtesy are essential qualities in promoting an educational and work environment free from
 39 disruptions, harassment, bullying and aggression. School district employees are expected to
 40 act in a manner that demonstrates their personal commitment to the highest ethical standards.
 41 The District Code of Ethics are contained in Board Policy 4119.21., however in a joint effort
 42 to ensure civility, the District and Association agree that a Joint Committee will be charged
 43 with the responsibility of developing civility language that will be proposed for consideration
 44 to the Board.
 45

1 T. If the District determines that a student has committed an expellable act, as defined in
2 Education Code 48915 (a)(1), against a teacher, the student will be removed from the affected
3 teacher’s class and reasonable effort will be made to avoid placing the student in the affected
4 teacher’s classroom during re-entry consideration. The site principal will meet with the
5 affected teacher(s) and develop a behavior contract for the student and outline teacher
6 support.
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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>Secondary</u>		Maximum Total Students
English (Drama and Journalism excepted)	35	175
Foreign Languages, Laboratory Science, Mathematics, and Social Studies	37	185
Regular Physical Education	54	270
Music	54	270
All others	39	195

*As an alternative average class size enrollment for each school site in kindergarten and grades 1-3 authorized under Education Code section 42238.02(d)(3)(B)(C)(D), the District and Association agree that the District shall maintain an annual average class enrollment at each school site not to exceed 32:1 for kindergarten and 30:1 for grades 1-3, which shall not be greater than the individual class size maximums of 32 for kindergarten and 30 for grades 1-3 specified in section A above. Any reduced class size in kindergarten and grades 1-3 shall be determined by the District through the Board-adopted Local Control Accountability Plan, which considers schools with the highest concentration of students on the Free and Reduced Lunch Program, English Language Learners, students in foster care, and students classified as homeless, as specified under the Local Control Funding Formula. Other schools may be selected by the Superintendent in collaboration with the Association.

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

- 7
- 8 B. Within a reasonable period of time following assignment, each student will have a work
 9 station which is appropriate to the subject being taught.
- 10
- 11 C. If at any time during the school year a class is in excess of the class size maximums, it is the
 12 intent of the District that a return to maximum will be achieved at the earliest possible date
 13 but no later than twenty (20) school days after the date the class enrollment exceeds the
 14 contractual maximum. Before any student is assigned to a class in excess of the maximum
 15 class size, a manager shall review the assignment with the affected teacher. At the request
 16 of the teacher, when class enrollment has exceeded the contractual maximum for ten (10) or
 17 more school days, the manager and teacher will meet to review the status of the over
 18 maximum situation. The teacher may request TALB representation at the above described
 19 meetings.
- 20
- 21 D. In implementing these procedures, the principal will equitably assign pupils in excess
 22 of the maximum and will upon request, explain the basis for the assignment.
- 23
- 24 E. If a teacher consents or requests to teach more than the contract maximum number of
 25 students, the District shall not be obligated to reduce the enrollment for that teacher's
 26 class.
- 27
- 28 F. The special education special day class annual cumulative average for the District will be a
 29 maximum of fourteen (14). No special day class shall exceed a per class maximum of
 30 eighteen (18) pupils. On or about the 15th day of October, December, February and April, the
 31 Assistant Superintendent, Office of School Support Services, shall meet with the Association
 32 to review the special day class average and maximums.
- 33
- 34 G. The following provisions shall apply in determining staffing ratios of counselors,
 35 psychologists, nurses and librarians.
- 36
- 37 1. The District shall determine the level of counselor, psychologist nurse and librarian
 38 service at each school/program site.
 - 39 2. Counselor, psychologist, nurse and librarian time provided with categorical program
 40 funds shall be in addition to the District-provided general allocation.
 - 41 3. When the levels of service and numbers of counselors, psychologists, nurses and
 42 librarians have been determined, the manager in charge of each service shall develop
 43 the schedule for providing service to schools/programs.
 - 44
 - 45
 - 46

- 1 4. Factors to be used in determining the scheduling and staffing ratios shall be as
2 follows:
3
- 4 a. Number of staff budgeted and available for service;
5
6 b. Number of staff days available for District-funded service;
7
8 c. Number of schools/students to be served;
9
10 d. Geographical location of assignments for an individual;
11
12 e. Number of elementary and secondary schools to be served by an individual;
13
14 f. Other factors deemed pertinent by the manager.
15
- 16 5. Prior to the beginning of the school year, the managers shall confer with a
17 representative group (counselors/psychologist/nurses/librarians) in the process of
18 scheduling equitable staffing ratios. The Association shall be advised of the meeting
19 date with the counselor/psychologist/nurse/librarian group and shall have the right to
20 have an Association representative present at the meeting. The scheduling decisions
21 of the manager shall be final.
22
- 23 6. Problems relating to employee's abilities to achieve expected levels of service shall
24 be referred by the individual employee to the appropriate site or District level
25 manager. Where necessary, reassessment of job description priorities may be in order
26 so that optimum service can be provided.
27
- 28 7. The District will allocate to Special Education an amount equal to one-third (1/3) of
29 the Medi-Cal reimbursement received by the District during the previous fiscal year.
30 Such allocation will be used exclusively to provide additional clerical assistance for
31 school nurses. The distribution of such assistance will be determined through a
32 process similar to that described in Section G.5. above.
33
- 34 H. The District shall provide nurses with written information concerning automobile and
35 insurance factors related to their job descriptions.
36
- 37 I. The maximum class size for Library Service classes in high schools shall be five (5) students
38 per class period and in middle schools three (3) students per class period, unless exceptions
39 are mutually agreed upon by the librarian and site manager.
40
- 41 J. In accordance with Education Code, Section 56363.3, the districtwide average caseload for
42 speech/language specialist teachers shall not exceed fifty-five (55).
43
- 44 K. In the event a Work-Based Learning class fails to maintain a minimum of twenty-five (25),
45 the class may be dissolved and the teacher on special contract shall be released from this
46 specific class assignment. Classes which have maximum enrollments as mandated by the

state which are fewer than twenty-five (25) are exempted from this minimum. If enrollment in these classes falls below ninety (90) percent of this state mandated enrollment, the class may be dissolved and the 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 California Standards for the Teaching Profession:

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

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

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

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

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

15
16 4. **Referred Participating Teacher.** A Referred Participating Teacher is a teacher who
17 has achieved permanent status and who, as a result of either an interim or a final
18 evaluation in which one or more ratings of unsatisfactory or multiple developing have
19 been earned, demonstrates a need for assistance to improve his/her competencies in the
20 California Standards for the Teaching Profession.

21
22 A teacher with permanent status who is not initially assigned to the Peer Assistance and
23 Review Program and who receives more than one developing or an unsatisfactory
24 evaluation in the course of the prescribed evaluation process may, with the
25 recommendation of the supervising administrator and the approval of the PAR Panel, be
26 assigned immediately to the Peer Assistance and Review Program and be designated as
27 a Referred Participating Teacher. Assignment shall occur in a timely manner following
28 the teacher's receipt of the unsatisfactory evaluation. Teachers assigned to the Program
29 as the result of an ongoing evaluation shall participate in the Peer Assistance and Review
30 Program for the remainder of the year in which the initial assignment occurred and for
31 the entire subsequent school year.

32
33 A Referred Participating Teacher shall participate in both the peer assistance and peer
34 review components of this program.

35
36 5. **Consulting Teacher.** A Consulting Teacher is a permanent classroom teacher selected
37 by the Peer Assistance and Review Panel to provide support to a Participating Teacher
38 and/or to assume additional responsibilities determined as appropriate by the Peer
39 Assistance and Review Panel or the District. These responsibilities may include:

- 40
41 a. Assistance and guidance to experienced teachers upon mutual agreement of the
42 parties.
43 b. Staff development activities appropriate for certificated employees.
44 c. Collaborative lesson planning

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

- 3
- 4 1. The Peer Assistance and Review Panel shall be comprised of a majority of teachers.
 5 Five (5) permanent classroom teachers shall serve on the Peer Assistance and Review
 6 Panel. Teachers participating on the panel shall be selected by the Teacher
 7 Association of Long Beach. In addition, there shall be four (4) administrators on the
 8 panel. These individuals will be selected by the Long Beach Unified School District.
 9
- 10 2. If a teacher serving as a panel member is unable to complete his/her term because of
 11 any reason, the Teacher Association of Long Beach shall appoint another teacher to
 12 continue in the position. After the first year of the Peer Assistance and Review
 13 Program, panel members shall upon selection, serve three-year terms.
 14
- 15 3. The Peer Assistance and Review Panel shall establish its own meeting schedule. A
 16 quorum requires two-thirds (2/3) of the members be present and that the majority of
 17 those present shall be members of the Association. Such meetings shall take place
 18 during the regular workday. Teachers who are members of the panel shall be released
 19 from their regular duties to attend meetings. If, in carrying out their responsibilities,
 20 the panel finds it necessary to work beyond their regular workday, they shall be
 21 compensated at their additional hourly pay rate.
 22
- 23 4. The Peer Assistance and Review Panel shall be responsible to:
- 24
- 25 a. Provide annual training for Peer Assistance and Review Panel members.
 26 b. Establish its own rules of procedure including the method for the selection of
 27 a chairperson.
 28 c. Establish an application procedure for those desiring to become
 29 Consulting Teachers.
 30 d. Organize and implement a plan for classroom observations of applicants for
 31 Consulting Teacher Positions.
 32 e. Participate in classroom observations or review artifacts of selected
 33 applicants for Consulting Teacher positions.
 34 f. Nominate Consulting Teachers to the governing board for approval.
 35 g. Notify Consulting Teacher applicants that they have been approved by the
 36 governing Board of Education.
 37 h. Approve training and support for Consulting Teachers and Participating
 38 Teachers.
 39 i. Provide final approval of assignments of Consulting Teachers to Participating
 40 Teachers.
 41 j. Review the final report prepared by the Consulting Teacher and making
 42 recommendations to the governing Board of Education regarding each
 43 Participating Teacher's progress in the Peer Assistance and Review Program.
 44 k. Conduct an annual review of Consulting Teachers' activities and
 45 effectiveness.

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

19 **D. PARTICIPATING TEACHERS:**

- 20
21 1. **Referred Participating Teachers:**
22
23 a. A Referred Participating Teacher is a teacher with permanent status who as a
24 result of one or more unsatisfactory or multiple developing ratings in the
25 course of the prescribed evaluation process is referred to the Peer Assistance
26 and Review Panel for assistance and support. This assistance and support
27 shall be designed to strengthen the competencies in the California Standards
28 of the Teaching Profession.
29
30 b. The Peer Assistance and Review Panel shall assign Consulting Teacher(s) to
31 Referred Participating Teachers. Additional Consulting Teachers may be
32 assigned by the Peer Assistance and Review Panel at any time the panel
33 determines a need for additional support exists.
34
35 c. Notwithstanding Article VIII of this contract, Referred Participating Teachers
36 shall not be eligible for voluntary transfer or voluntary reassignment while
37 they remain in the program.
38

39 **E. CONSULTING TEACHERS:**

- 40
41 1. A Consulting Teacher is a teacher who provides assistance to a Participating Teacher
42 pursuant to the Peer Assistance and Review Program. The following qualifications
43 are required of candidates making application for this position:
44
45 a. The Consulting Teacher shall be a credentialed teacher who has attained
46 permanent status.

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- b. The Consulting Teacher shall have substantial recent experience in classroom instruction.
 - c. The Consulting Teacher shall have demonstrated exemplary teaching ability characterized by effective communication skills, strong knowledge of subject matter, and a mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.
2. The application process for candidates for Consulting Teachers shall include:
 - a. Completed application form.
 - b. Statement by the current principal or immediate supervising administrator.
 - c. Statement by at least one other classroom teacher who is familiar with the classroom performance of the applicant. All applications and statements shall be treated with confidentiality.
 - d. All information about Consulting Teacher applications shall remain confidential.
 3. Applications for Consulting Teachers shall be approved by a majority vote of the Peer Assistance and Review Panel.
 4. The governing board may meet in closed session to consider the appointment of any nominee to be a Consulting Teacher. The governing board may gather information it deems necessary to evaluate nominees. The governing Board of Education may reject any nominations. The final designation of any person as a Consulting Teacher shall be by action of the governing board.
 5. Classroom observations may be conducted by members of the Peer Assistance and Review Panel or a selection team appointed by the panel to review a teaching video submission as part of the selection process for Consulting Teachers.
 6. Initially, the term of the Consulting Teachers shall be for one (1) year. Upon successful completion of the first year, the Consulting Teacher may be eligible for two (2) consecutive terms of three (3) years.
 7. Consulting Teachers shall be provided release time for the purpose of observing Participating Teachers and meeting with them to plan and provide support and assistance.
 8. Upon completion of each school year, the performance of the Consulting Teacher will be reviewed by the governing board. A Consulting Teacher assignment may be terminated if the Peer Assistance and Review Panel determines the Consulting Teacher has not performed his/her duties effectively. A Consulting Teacher not recommended to the Board shall be entitled to a conference with the chairperson of the Peer Assistance and Review Panel to be advised of the reasons and he/she may

1 attach a written response to the report which shall be sent to the governing Board of
2 Education.

3
4 a. The term of a Consulting Teacher may be renewed for a second consecutive
5 three (3) year term. Renewal shall be initiated and conducted in the same
6 manner as a new application for Consulting Teacher.

7
8 b. If for any reason a Consulting Teacher is unable to complete the duties of the
9 position, the Peer Assistance and Review Panel may select an alternate
10 teacher from a list approved by the Peer Assistance and Review Panel.

11
12 c. Consulting Teachers who voluntarily request an unpaid leave of absence for
13 a semester or longer for other than health reasons shall be terminated as
14 Consulting Teachers and must reapply for the position.

15
16 9. Responsibilities performed by Consulting Teachers pursuant to this Article shall
17 constitute neither management nor supervisory functions. The Consulting Teachers
18 shall retain all rights of bargaining unit members.

19
20 **F. PEER ASSISTANCE PROCESS:**

21
22 1. The Referred Participating Teacher shall meet with his/her administrative evaluator
23 according to the deadline dates established by Human Resource Services for the
24 purpose of discussing the traditional evaluation policy, procedures, standards, and
25 expectations. The Referred Participating Teacher and the administrative supervisor
26 shall collaboratively develop written goals and objectives within the prescribed
27 timelines.

28
29 2. Consulting Teachers may work individually with Referred Participating Teachers or
30 as a part of a team of Consulting Teachers. Each Referred Participating Teacher shall
31 receive not less than sixty (60) hours of assistance
32 per year from the Consulting Teacher(s) assigned to work with him/her.

33
34 Consulting Teachers shall assist Referred Participating Teachers by demonstrating,
35 modeling, observing, coaching, conferencing, and referring or by other activities
36 which in the professional judgment of the Consulting Teacher would support the
37 Referred Participating Teacher in strengthening his/her skills. A concerted effort
38 shall be made to limit the number of Participating Teachers with whom a Consulting
39 Teacher shall work to two (2) or fewer.

40
41 3. The Consulting Teacher shall meet with his/her assigned Referred Participating
42 Teacher by the end of the fourth week of the school year. The purposes of this
43 meeting shall be to discuss the Peer Assistance and Review Program, to establish
44 mutually agreed upon performance goals, to begin developing the specific
45 components of a written individualized assistance plan, and to agree to a process for
46 determining the successful completion of the Peer Assistance and Review Program.

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

37 **G. ANNUAL STIPEND FOR CONSULTING TEACHERS:**

- 38
- 39 1. Consulting Teachers shall be provided release time for all activities conducted during
- 40 the school day related to Peer Assistance and Review. Peer Assistance and Review
- 41 Consulting Teachers shall receive an annual stipend. This stipend shall not be
- 42 counted as salary or wages for employer contributions or employee benefits under
- 43 the State Teachers Retirement System/Public Employees Retirement System.
- 44
- 45 2. The stipend shall be paid at the end of each semester. Federal and State income taxes
- 46 will be deducted from each stipend payment as required by law.

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- 3. The annual stipend shall be prorated if the employee cannot or chooses not to complete the Consulting Teacher duties according to the Peer Assistance and Review Agreement.
- 4. The annual number of hours of service required of a Consulting Teacher shall be sixty (60).

H. CONTINUATION OF THE PEER ASSISTANCE AND REVIEW PROGRAM:

- 1. District participation shall be contingent upon receipt by the District of sufficient sums to which it is entitled to pay fully the cost of the program.
- 2. There will be no encroachment of the general fund of the District to fund the 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. Employees will complete their evaluation forms online. Annually the district and TALB will assess the online evaluation ease of use, security, adequacy and effectiveness.

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. Upon completing the final evaluation, the administrator will indicate if the unit member is recommended for the 5-year cycle. 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. Except in extenuating circumstances, District and site goals will be provided to teachers one week prior to the teacher’s goals deadline.

Standardized test norms shall not be used for teacher evaluation. Personnel shall be judged on the District-adopted evaluation objectives and performance standards. Such objectives and standards shall be in writing and made available to the evaluatee prior to any period in which he/she is evaluated.

1
2 E. **SETTING OF OBJECTIVES/ACTION PLAN.** By the end of the sixth school week each
3 evaluatee shall be responsible for proposing in writing to the evaluator specific action plans
4 and standards to be achieved within areas of performance. The evaluator may propose and/or
5 require additional components in the action plan and standards for each evaluatee in
6 accordance with the position and assignment. Employees will be advised if there is to be a
7 specific area(s) of concentration.

8
9 Within the maximum of seven (7) weeks of the first working day of an assignment all action
10 plans and performance standards shall be finalized, reduced to writing, and signed by the
11 evaluator and evaluatee.

12
13 F. **CONSTRAINTS.** When the total length of teaching experience, the length of duty at one
14 site, the length of time in the assignment, or other factor is considered to be a constraint by
15 the evaluator or the evaluatee, it may be so noted on the appropriate form. Employees, who
16 due to the room utilization patterns on a year-round school schedule are limited in their ability
17 to prepare the classroom prior to the arrival of students, are deemed to be working within
18 constraints related to room environment and classroom management for a brief period of
19 time at the beginning of each on-track assignment.

20
21 G. **OBSERVATIONS.** Observations shall be both formal and informal. The number of formal
22 observations shall routinely be three (3). With agreement of both evaluatee and evaluator
23 the number may be reduced to two (2) or one (1) in cases of obviously satisfactory
24 performance by permanent employees. Additional observations shall be conducted when
25 deemed necessary by either the evaluatee or evaluator.

- 26
27 1. An observation shall be based upon one (1) or more of the following components:
28 District goals and objectives, individual school/office goals and action plans,
29 individual employee goals and action plans and performance assessment criteria.
30
31 2. Each formal observation will be followed by a conference which will take place
32 within five (5) working days.
33
34 3. Formal observations will be summarized on an observation form with a copy given
35 to the evaluatee within ten (10) working days after the observation.
36
37 4. Except by mutual agreement, formal observations shall not begin until after goals
38 and action plans have been agreed upon. In the event that goals and action plans have
39 not been agreed to, formal observations may begin following the seventh week of the
40 school year.
41
42 5. In the event of an unsatisfactory observation lesson analysis, the evaluatee may
43 request an additional formal observation conducted jointly by the evaluator and
44 another manager selected by the evaluatee from a list of up to five (5) managers
45 selected by the District. The second manager will be credentialed/certified in the
46 credential/subject/special services area of the evaluatee's assignment. In the event

1 there are no managers with a similar credential available, the evaluatee shall select
 2 from a list of Long Beach Unified School District administrators who currently
 3 supervise teachers with the same credential or teaching assignment. The subsequent
 4 conference and lesson analysis shall be conducted/developed by both managers.
 5

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

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

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

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

42 J. **PERSONNEL FILE.** Each employee shall have the right, by appointment, to review the
 43 contents of his/her personnel file. Such appointment will normally be scheduled within five
 44 (5) working days of the request, except that during unusually concentrated work periods, it
 45 may be postponed with the approval of the Assistant Superintendent, Human Resource
 46 Services. Unit members may obtain copies of materials in their personnel files and be

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

7
 8 Negative or derogatory materials will be processed in accordance with Education Code,
 9 Section 44031, which states that information of a derogatory nature shall not be entered or
 10 filed unless and until the employee is given notice and an opportunity to review and comment
 11 thereon. An employee shall have the right to enter, and have attached to any such derogatory
 12 statement, his own comments thereon.

13
 14 K. **GRIEVABILITY.** Any grievance arising out of the foregoing procedures shall be limited
 15 to a claim that the procedure has been violated.

16
 17 L. **PARENT/GUARDIAN COMPLAINT.** When a parent or guardian complaint regarding
 18 an employee filed pursuant to Education Code, Section 35160.5 is terminated at any level or
 19 is not sustained by the Board of Education, the Board shall direct that all written
 20 documentation relating to the complaint be destroyed pursuant to procedures provided for in
 21 Title V of the California Administrative Code.

22
 23 M. **COUNSELOR EVALUATION (new section)**

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

33
 34 N. **PSYCHOLOGIST EVALUATION (new section)**

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

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ARTICLE XIII

Grievance Procedure

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A. DEFINITION:

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1. A "grievance" is a claim by a grievant that he/she has been adversely affected by an interpretation, application, or violation of the specific provisions of this Agreement. Informally, a grievance may be presented verbally; formally, it shall be presented in writing.
 2. A "grievant" may be any employee in the bargaining unit covered by the terms of this contract. The District and TALB reserve the right to combine multiple like grievances upon mutual agreement. The Association may file grievances that relate to the explicit language contained in Article IV, Association Rights, of this contract.
 3. A "day" is any day on which the grievant and the appropriate manager as part of their regular contract assignments are scheduled to be on duty.
 4. The "immediate manager" is the lowest level manager who has authority to remedy the grievance.

B. INFORMAL LEVEL:

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1. Within twenty (20) days after the alleged violation (except for payroll errors) and before filing a formal written grievance, the grievant shall attempt to resolve his/her claim by an informal conference with his/her immediate manager. If the employee requests, an Association representative may participate with the employee in the informal conference. It shall be the grievant's responsibility to inform the immediate manager that the conference is for the purpose of seeking to resolve the grievance at the informal level.
 2. The immediate manager shall provide a response within five (5) days of the informal conference.

C. FORMAL LEVEL – STEP 1:

Within ten (10) days of the informal conference, should the grievance not be resolved, the grievant shall present his/her grievance in writing on the District Certificated Unit Grievance Form to his/her immediate manager.

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

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

D. FORMAL LEVEL – STEP 2:

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

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.
2. The grievant or the respondent (Superintendent or designee) may request a personal conference regarding the grievance. The respondent shall communicate his/her decision in writing to the grievant within fifteen (15) days of receipt of the appeal or within five (5) days following a conference.

E. FORMAL LEVEL – STEP 3:

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

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

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

F. FORMAL LEVEL – STEP 4, BINDING ARBITRATION:

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

If the Association proceeds to arbitration, the statement of grievance shall be filed with Employee Relations Services on the appropriate Step 4 form within ten (10) days

1 following the conclusion of mediation. The form shall include the same information as
 2 cited in D.1. above and the response at Step 2 as well as the exclusive representative's
 3 endorsement of filing.
 4

5 **1. Selection of Arbitrator:**
 6

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

19 **2. Powers of the Arbitrator:**
 20

- 21 a. The arbitrator shall have no authority to hear evidence and/or rule on any
 22 sections of this Agreement which were not present in the original grievance,
 23 Formal Level - Step 1.
 24
 25 b. The parties shall attempt to agree upon a statement of the issue(s) to be
 26 submitted to arbitration. If the parties cannot agree, the arbitrator shall
 27 determine the issue(s) by referring to the written grievance documents.
 28
 29 c. After a hearing and after both parties have had an opportunity to present
 30 written arguments, the arbitrator shall submit a decision within thirty (30)
 31 days.
 32
 33 d. The arbitrator's decision shall be in writing and shall set forth the findings of
 34 fact, reasoning, and conclusions on the issue(s) submitted. The arbitrator
 35 shall be without power or authority to make any decision which requires the
 36 commission of an act prohibited by law or which changes or is violative of
 37 the terms of this Agreement. Subject to the limitations specified in Article
 38 VI, Section C., it is agreed that the remedy of the arbitrator may include such
 39 financial reimbursement as may be necessary to make the grievant whole for
 40 any monetary loss resulting from a violation, misapplication, or
 41 misinterpretation of the specific provisions of this Agreement.
 42
 43 e. The decision of the arbitrator shall be submitted to the Association and the
 44 Director of Employee Relations Services, and shall be binding upon the
 45 parties.
 46

f. If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator only after he/she has had an opportunity to hear the merits of the grievance.

3. **Areas of Exclusion:**

The arbitrator shall have no power to recommend or resolve:

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

4. **Cost of Arbitration:**

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

5. **Expedited Arbitration.** The parties may mutually agree that arbitration may proceed under the expedited Rules of the American Arbitration Association.

G. **MISCELLANEOUS PROVISIONS:**

1. **Right to Representation.** The District and the Association recognize the right of the employee to present grievances without involvement of the Association and the right of the Association to represent the employee who so requests it. Both the grievant and the respondent reserve the right to have representation at each of the steps.

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2. **Time Limits.** The District and the Association agree that time limits in this Article may be extended by mutual consent. If the respondent at any step fails to meet the deadline for a response, the grievance may be appealed to the next higher step. Failure of the grievant to request an extension or to meet time limits shall render the grievance null and void.
 3. **Conferences.** Upon request of either a grievant or a respondent, a conference shall be arranged for discussion of a grievance.
 4. **Released Time:**
 - a. An employee with a grievance shall be granted reasonable released time to process the grievance.
 - b. The Association may, upon request of the grievant, have released time for an authorized representative to participate in a grievance conference.
 - c. The Association shall designate in writing to Employee Relations Services the names of unit members who are authorized as grievance representatives prior to the District's approval of released time.
 - d. Except for the informal conference, an employee must request approval from the site manager at least twenty-four (24) hours prior to being released from duties to participate as a grievant or representative in a grievance conference.
 - e. Released time shall be limited to one Association representative per grievance conference.
 - f. Released time for processing grievances at the site level shall be at times that do not disrupt direct service to students.
 5. **Bypass to Appropriate District-Level Manager.** If the Association and Employee Relations Services agree, and where the site manager would not be the appropriate respondent, Level 1 of the grievance procedure may be 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.

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- 8. **Grievance Withdrawal.** A grievance may be withdrawn at any level without establishing precedent.
- 9. As per Government Code, Section 3543.5, the District shall not impose or threaten to impose reprisals, to discriminate or threaten to discriminate against employees, or otherwise to interfere with, restrain, or coerce employees because of their participation in the grievance procedure.
- 10. Issues properly addressed through the grievance procedure may not subsequently be considered through the District complaint procedure.

ARTICLE XIV

Concerted Activities

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- 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.
- b. Back to School and Open House shall be excluded from the waiver process and decided at the site level supported by at least two-thirds (2/3) of the

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

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

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

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

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

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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. This agreement shall take effect beginning July 1, 2022 and terminate June 30, 2025. Full Contract shall be open for 2024-2025, with reopeners for 2022-2023 and 2023-2024 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 the traditional calendar. These calendars shall be agreed to two calendar years in advance.

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

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1 the maximum step on the appropriate column on the salary schedule,
 2 excluding career increments. For purposes of this Section, a total school
 3 year is defined as a period from the first day of the professional assignment
 4 through the final day of the regular professional assignment. If a teacher
 5 has served under contract for fifty (50) percent or more of the total school
 6 year or a full semester; has worked as a substitute teacher for one hundred
 7 thirty-five (135) days in one (1) school year; or has a combined service of
 8 one hundred thirty-five (135) days in one (1) school year under contract as
 9 a substitute or hourly teacher, credit will be given for one (1) year of
 10 experience.

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

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

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

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

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

1 part-time teaching. Verification of not less than eleven (11) months of
 2 consecutive work of not less than twenty (20) hours per week may be
 3 computed as the equivalent of one (1) year toward the two-for-one
 4 requirement for work experience credit. In computing work experience on
 5 more than one (1) job, any interruption of service beyond one (1) month
 6 shall break the consecutive requirement, unless the prospective employee
 7 returns to the same position, with the same employer, within six (6) months
 8 without having been gainfully employed by another employer during that
 9 time. Partial years of credit are not additive.

10
 11 b. Nurses and school librarians are given one (1) year of credit for one (1) year
 12 of full-time work experience in a non-school setting as a nurse or as a
 13 librarian.

14
 15 c. In addition to the current rules for salary schedule placement purposes, for
 16 purposes of initial placement on the salary schedule, qualified
 17 speech/language/pathologists/specialists hired on or after July 1, 2006 to
 18 work in speech and language positions shall be allowed one step on the
 19 salary schedule for each year of verified work experience as a
 20 speech/language/pathologist/specialist in a non-school setting.

21
 22 d. **Military Service.** Military Service is credited as prior teaching experience
 23 only if the applicant actually taught while in the service in the field for
 24 which he/she is to be employed.

25
 26 e. Adjustment for previous experience official verification of service
 27 described in A.2.b. and A.2.c. of the Appendix must be provided within the
 28 first three years of employment with the District. If an employee is hired
 29 by September 1 of the first year of employment, verification must be
 30 received in Human Resource Services by November 1 and salary schedule
 31 placement adjustment is retroactive to the beginning of that fiscal year. If
 32 verification is received after November 1, salary schedule placement
 33 adjustment will be effective the following pay period.

34
 35 If an employee is hired after September 1 of the first year of employment,
 36 verification must be received in Human Resource Services within sixty (60)
 37 calendar days of initial date of employment and salary placement
 38 adjustment is retroactive to the initial date of employment.

39
 40 3. **Tentative Salary Placement.** Applicants who are considered favorably are asked
 41 to sign a statement relative to initial/tentative salary placement that is mutually
 42 agreeable at the time of employment. Signing the “Tentative Salary Placement”
 43 form indicates that the initial/tentative salary stated thereon is mutually agreeable.
 44
 45
 46

1 4. **Salary Schedule Placement:**
 2

3 a. Certificated employees who are given a contract are placed initially on the
 4 salary schedule in accordance with training completed at an accredited
 5 college or university before the first day of their contract year.
 6

7 Additional official, verified salary information presented by November 1 or
 8 sixty (60) calendar days after the initial date of employment which might
 9 indicate a need for change will be considered. If a salary change is
 10 warranted, the adjustment will be retroactive to the first day of paid service
 11 in the school year in which the official, verified information is received.
 12

13 b. A teacher employed by the Long Beach Unified School District is placed
 14 on a step of the salary schedule in accordance with his/her experience. A
 15 teacher is advanced year by year, until reaching the maximum step on the
 16 schedule, provided he/she is under contract a sufficient number of days each
 17 year and qualifies for advancement.
 18

19 c. **Beginning Teacher Salary Incentive Program.**
 20

21 Since 1999 the District has participated in the Beginning Teacher Salary
 22 Incentive Program. District participation is contingent on the continuation
 23 of special State funding to support this program. As a result of continuing
 24 District participation, K-12 teachers holding a valid California credential
 25 and assigned to specific schedules, columns, and steps listed below shall be
 26 compensated at an annual rate of pay greater than that provided to new
 27 employees who do not hold a valid California credential.
 28

29 Schedule A3

- 30 Column 211, Steps A, B, C, D
- 31 Column 212, Steps A, B, C
- 32 Column 213, Steps A, B
- 33 Column 214, Step A

34 Schedule A4

- 35 Column 711, Steps A, B, C, D
- 36 Column 712, Steps A, B, C
- 37 Column 713, Steps A, B
- 38 Column 714, Step A

39 Schedule B3

- 40 Column 221, Steps A, B, C, D
- 41 Column 222, Steps A, B, C
- 42 Column 223, Steps A, B
- 43 Column 224, Step A

Schedule B4

Column 721, Steps A, B, C, D

Column 722, Steps A, B, C

Column 723, Steps A, B

Column 724, Step A

B. CREDIT ON THE SALARY SCHEDULE FOR ADVANCED WORK:

1. All college or university credit shall be from an accredited institution.
2. Placement on Column 012 or 022 is dependent on verification of twenty-eight (28) semester hours of upper division or graduate work beyond the Bachelor's Degree. Extra units earned prior to receiving the Bachelor's Degree shall not be accepted for placement on the scale of one (1) year above the Bachelor's Degree unless the extra units are of graduate standing, were not counted for the Bachelor's Degree, and are so indicated on the transcript.
3. Placement on Column 013 or 023 is dependent on (a) verification of fifty-six (56) semester hours of upper division or graduate work beyond the Bachelor's Degree or (b) verification of a Master's Degree.
4. Placement on Column 014 or 024 is dependent on (a) verification of fifty-six (56) semester hours of upper division or graduate work beyond the Bachelor's Degree plus the Master's Degree or (b) verification of a Master's Degree plus twenty-eight (28) semester hours of upper division or graduate work taken after the completion of the Master's Degree.
5. Placement on Column 016 or 026 is dependent on (a) verification of seventy-five (75) semester hours of upper division or graduate work beyond the Bachelor's Degree plus the Master's Degree or (b) verification of a Master's Degree plus forty-five (45) semester hours of upper division or graduate work taken after completion of the Master's Degree; or, (c) an earned Ph.D./Ed.D. degree. Other earned doctoral degrees may be considered when directly applicable to the initial/current assignment of the employee. No credit will be given for an Honorary Degree.
6. Beginning with the 2006/07 school year, full credentialed DIS speech/language/pathologists/specialists and/or holders of the Specialist Instruction Communication Handicapped Credential with a valid California Speech Pathology license issued by the Speech Pathology and Audiology Board for speech/language/pathologist/specialists shall be paid an additional five percent (5%) annually (pro-rated over pay periods) so long as they remain assigned as a speech/language/pathologist/specialist. Holders of the Specialist Instruction Communication Handicapped Credential with a valid California Speech Pathology license must submit proof of licensure to Human Resource Services within sixty (60) days of renewal. The stipend does not apply to non-credentialed speech/language/pathologist/specialists.

1
2 7. The following equivalents will be granted for salary purposes:
3

4 a. Equivalent to a Bachelor's Degree:
5

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

16 b. Equivalent to one (1) year above a Bachelor's Degree:
17

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

31 c. Equivalent to a Master's Degree:
32

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

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

12
13 Denials of salary credit under the provisions of this Section may be appealed by the
14 individual employee to Human Resource Services. Appeals shall be reviewed by
15 the Educational Mission: Innovation Advancement Committee (EM: IAC) who
16 shall recommend appropriate action to the Deputy Superintendent, Human
17 Resource Services.

18
19 Each university has a transcript key which categorizes courses by the number series.
20 If the university classifies a course using the term “professional,” but does not
21 specify it as a “professional course related to education,” then the District will not
22 be able to grant salary credit unless prior District approval is obtained (as noted in
23 B.11). Any courses taken prior to employment with the District shall not qualify
24 for salary schedule placement advancement unless as otherwise provided in the
25 negotiated agreement.

- 26
27 12. Upper division, graduate level or qualifying professional units will apply towards
28 salary schedule placement advancement with the submission of official transcripts.
29 “Qualifying professional units” refers to coursework that meets one of the
30 following requirements: 1) Professional coursework that is required for a credential
31 or certificate (i.e., CLAD, BCLAD) issued by the California Commission on
32 Teacher Credentialing (“CCTC”); or 2) Upper division or graduate level courses
33 which are designated as professional courses for educators by the accredited college
34 or university.

- 35
36 13. Exceptions to the requirement that all course work units must be taken at an
37 accredited college or university may be made by action of the Educational Mission:
38 Innovation Advancement Committee (EM: IAC) with the approval of the Deputy
39 Superintendent, Human Resource Services. This committee is empowered to grant
40 credit on the salary schedule for successful completion of in-service courses offered
41 by the Long Beach Unified School District which (a) involve attendance at
42 sessions equivalent in time to college or university courses at the same unit value,
43 (b) involve participation and related work equivalent to that required in college or
44 university courses of the same unit value, (c) provide needed in-service opportunities
45 not otherwise readily available, and (d) are found by the committee to be in the best
46 interest of the instructional program of the District.

1
2 **C. SALARY INCREMENTS:**
3

- 4 1. Increments are granted to certificated employees who have been compensated for
5 fifty (50) percent or more of the one hundred eighty-two (182) day school year
6 under contract or who have combined service of one hundred thirty-five (135) days
7 in one (1) school year under contract and as a substitute teacher. Any exception to
8 this policy requires specific approval of the Board of Education.
9
- 10 2. An employee who at the time of resignation was classified as permanent and who
11 is re-employed under contract within thirty-nine (39) months after the last day of
12 service, shall be classified as and restored to all rights of a permanent employee,
13 except as specifically limited by law.
14
- 15 3. A certificated employee who has a leave of absence (a) to serve as a member of the
16 Peace Corps outside the United States, the Domestic Peace Corps (Volunteers in
17 Service to America), or the Job Corps; (b) to teach in a foreign country; or (c) to
18 take advanced professional and academic training is entitled to an increment the
19 same as though he/she had been regularly employed. To receive such increment,
20 the service or study during the period of leave must be verified. In order to qualify
21 for the increment following a leave of absence for advanced professional and
22 academic training, an employee shall verify that he/she undertook a full load as
23 defined by the institution attended. A transcript of work taken and grades earned
24 shall be filed within sixty (60) calendar days of returning to duty. If verification is
25 received after sixty (60) calendar days, salary schedule placement adjustment will
26 be effective the following pay period.
27
- 28 4. A certificated employee who is granted a military leave is entitled to such increment
29 as would have been received had the employee remained in active service with the
30 school district.
31

32 **D. ADDITIONAL EMPLOYMENT BEYOND THE CONTRACT POSITION:**
33

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

38 **E. OCCASIONAL PROJECTS – CURRICULUM WRITING:**
39

- 40 1. **During School Time.** Teachers will be released from their school assignment and
41 scheduled for six-hour work days. Substitute teachers will be provided.
42
- 43 2. **During Vacation Time.** Teachers serving as curriculum planners and writers will
44 be employed for a maximum of six hours per day and paid per hour at their regular
45 contract daily salary rates divided by eight (8).
46

- 1 3. **Individual Writing Projects.** When an individual is able and willing to prepare a
 2 curriculum guide on one’s own time during off-duty hours, that person may be
 3 elected to receive a lump sum honorarium or extra compensation for additional
 4 duties. Such extra compensation will vary with the magnitude of the projects.
 5

6 **F. OCCASIONAL PROJECTS – IN-SERVICE:**
 7

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

12 The only exception to this standard rate will be a specified in-service participation
 13 rate which is mandated by an agency other than the LBUSD as part of an approved
 14 grant or other specially funded program.
 15

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

22 The only exception to this standard rate will be a specified presenter rate which is
 23 mandated by an agency other than the LBUSD as part of an approved grant or other
 24 specially funded program.
 25

26 The hourly presenter rate will be adjusted by the same percentage as the average
 27 negotiated salary increase.
 28

- 29 3. There is no obligation to offer a stipend for participation in or presentation of an in-
 30 service activity.
 31

- 32 4. A stipend cannot be provided to participants or presenters for an in-service activity
 33 held during the regular duty day as described in Article V, Section A. of the K-12
 34 Teachers Contract.
 35

- 36 5. Except as specified in Article XIV of the K-12 Teachers Contract, participants
 37 cannot receive both a stipend and salary credit for the same in-service activity. (See
 38 Appendix B., Section B.12. and 13.)
 39

40 **G. REGULATIONS GOVERNING PAYMENT FOR ADDITIONAL**
 41 **ASSIGNMENTS:**
 42

- 43 1. Compensation for extracurricular assignments is based on the level of responsibility
 44 involved and the time commitment the employee must make to assure the
 45 successful participation of students. Compensation is provided in the form of a
 46 stipend paid on a quarterly basis during and occasionally subsequent to the

1 conclusion of the activity for which the employee is providing instruction,
 2 direction, and/or coaching. Specific stipend amounts are provided in Salary
 3 Schedule S which is distributed under separate cover.
 4

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

38 The following formula shall be used in computing the pay for a replacement service
 39 employee who has performed those duties for which the regular teacher would have
 40 received additional compensation:
 41

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

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equals

Pay for this assignment to replacement service employee

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

APPENDIX C

Paperwork, Reporting Student Data, and Utilization of Technology

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

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

Ratified 02.04.2003

APPENDIX D**National Board Certification**

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:

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 and clear credential from an accredited institution have at least three years of successful classroom teaching experience as a regular contract teacher and be a regular contract permanent teacher, or be a teacher with a specialized contract for at least five (5) consecutive years.
3. Applicants shall have three letters recommending acceptance into the pre-candidacy program. At least one should be from an 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 approximately \$2,275. For participants who are advanced to the District Candidacy Program for National Board Certification, the District shall provide compensation for all initial assessment fee expenses and one retake in a section.
7. Following approval by the Oversight Committee for National Board Certification and before beginning the District Candidacy Program, participants shall sign a Statement of Intent in which they agree to render two (2) years of service in the employ of the District following completion of the National Board Certification process. In addition, the employee shall furnish a suitable bond indemnifying the governing board of the District for an amount equal

1 to the initial assessment fee expenses incurred in the event the employee were to resign from
 2 the District before this two (2) year period has elapsed.

- 3
 4 8. The candidacy program for teachers approved for participation in the National Board
 5 Certification process shall be one (1) year in length. Participation may be extended for a
 6 second year based on the recommendation of the Oversight Committee for National Board
 7 Certification and the approval of the Assistant Superintendent, Curriculum, Instruction, and
 8 Professional Development.

- 9
 10 9. Candidates participating in the National Board of Certification process shall be provided
 11 technical and pedagogical support by the District designed to prepare and assist candidates
 12 working toward successful completion of required component tasks within the certification
 13 process.

- 14
 15 10. Candidates who achieve National Board Certification shall receive additional annual
 16 compensation at a rate of five (5) percent of the base salary.

17
 18 If teachers holding National Board Certification choose, they may serve as designated master
 19 teachers under the direction of the Assistant Superintendent, Curriculum, Instruction, and
 20 Professional Development. In this role teachers shall be expected to provide sixty (60) hours
 21 of service outside the employee's regularly assigned work year. A plan detailing how these
 22 hours will be completed must be submitted by the first Friday in October. Service shall be
 23 in one or more of the following areas:

- 24
 25 a. Assistance and guidance to new teachers and/or teacher trainees.
 26 b. Assistance and guidance to experienced teachers upon mutual agreement of the
 27 parties.
 28 c. Assistance to National Board pre-candidates, candidates, or advanced candidates.
 29 d. Professional development activities.
 30 e. Curriculum development.
 31 f. Provide direct support to students outside of my regular contract day in intervention
 32 or after school programs.

33
 34 Employees who accept designated master teacher status and whose most recent final
 35 evaluation is effective in all areas shall receive additional compensation at a rate of an
 36 additional five (5) percent of the base salary. Such additional compensation shall be provided
 37 for the duration of National Board Certification and shall be counted as salary or wages for
 38 employer contribution or employee benefit under the State Teachers Retirement
 39 System/Public Employees Retirement System. Federal and state income taxes will be
 40 deducted from additional compensation as required by law.

- 41
 42 11. The District and the Association are equally committed to Long Beach Unified School
 43 District teachers' successful participation in the National Board Certification process. The
 44 District and the Association also understand that in the initial implementation of this
 45 program, there will inevitably be questions raised and decisions which will need to be made
 46 relative to policy and practice. Both the District and the Association agree that the Oversight

1 Committee for National Board Certification be charged with the responsibility of formulating
2 responses to questions and developing recommendations to the Assistant Superintendent,
3 Curriculum, Instruction, and Professional Development.
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7 Ratified 1.05.16
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- 1 8. History/Social Science/Step C
- 2 9. Special Education/Step C
- 3 10. Library Services/ Step C
- 4 11. College and Career Readiness/Step C

5

6 In addition to their regular teaching salary, teachers in these positions receive a stipend in the

7 amount indicated in Step C in the Salary Schedule V.

8

9 Special Education Leadership Positions

10 The office of the Assistant Superintendent, Special Education provides a variety of leadership

11 opportunities to teachers in this specific area. At the senior high schools and middle schools

12 leadership roles have been performed by designated department heads.

13

14 The Teachers Association and the Long Beach Unified School District shall jointly review the

15 success of structured leadership role assignments on an annual basis. Recommendation for

16 refinement of procedures and modifications in policy will be forwarded to the Assistant

17 Superintendent of Special Education.

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23 Ratified 12.11.15

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2 a. he/she has exhausted all of his/her accrued paid leave, which includes but is not
3 limited to sick leave;
4
5 b. he/she is suffering from a catastrophic illness or injury that is expected to incapacitate
6 him/her for an extended period of time;
7
8 c. the incapacity suffered by the employee requires him/her to take time off from work
9 beyond the number of days covered by the employee's accrued paid leave, and a
10 financial hardship would result for the bargaining unit member.
11
- 12 2. The maximum number of days which a recipient may receive for the same illness shall be no
13 more than the total number of duty days in the employee's work year.
14
- 15 3. Sick leave accrued by the recipient during the time he/she is on extended sick leave shall be
16 credited against the employee's days of absence. These days are in addition to the maximum
17 number of days of extended sick leave which the recipient is entitled to receive.
18
- 19 4. Unit members receiving remuneration under worker's compensation provisions shall not be
20 eligible to draw extended sick leave.
21
- 22 5. Employees who may be eligible for disability payments under the State Teachers Retirement
23 System (STRS) or the Public Employees Retirement System (PERS) shall apply for benefits
24 at the earliest opportunity. Upon approval for receipt of STRS or PERS disability payments,
25 the unit member's eligibility to continue to draw extended sick leave shall cease.
26

Guidelines for Donor Participants:

- 27
28
- 29 1. Any member of the bargaining unit who has available monthly sick leave balances may
30 donate to an employee who is in need of extended sick leave. The required minimum
31 donation shall be one day (eight hours).
32
- 33 2. If an employee wishes to contribute more than one day, he/she may donate up to a total of
34 five (5) days per year to a specific employee who has been authorized for extended sick
35 leave. Employees donating more than one (1) day must have a balance of twenty (20) days
36 of accrued monthly sick leave at the time of donation.
37
- 38 4. Donating employees must acknowledge in writing the donation is voluntary, irrevocable, and
39 confidential and this written acknowledgement must be submitted to the Director of Payroll.
40 Leave donated within the provisions of this program shall be deducted from the employee's
41 accrued monthly sick leave days only.
42

Application and Approval Process for Extended Sick Leave:

- 43
44
- 45 1. In the event a bargaining unit employee suffers a catastrophic illness or injury, he/she shall
46 notify his/her immediate supervisor or the payroll clerk at his/her work site as to the reason

1 for his/her absence and identify said reason as a catastrophic illness or injury. A catastrophic
 2 illness or injury is defined as an imminent or potentially life-threatening illness or injury. A
 3 *Request to Participate in Sick Leave Donation Program*, shall be submitted by the affected
 4 employee to his/her principal/site administrator or his/her designee before paid sick leave is
 5 exhausted. Medical verification of the catastrophic illness or injury shall be provided by the
 6 requesting employee at the time the *Request to Participate in Sick Leave Donation Program*
 7 form is submitted.

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

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

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

Grievance Proceedings

- 41
- 42
- 43 1. This provision shall supersede any obligation of the District under Education Code Section
44 44043.5.
45

- 1 2. If any part of this provision is held to be unlawful, the entire provision shall be null and void.
2 TALB and the District shall meet as soon as possible to review and revise the provisions.
3
- 4 3. The provisions of this Section and the final decisions regarding approval or disapproval shall
5 be subject to the Grievance Procedure under Article XV of the Agreement.
6

7 **Evaluation of the Program**

8
9 This program will be reviewed and re-evaluated by the Office of Employee Relations Services and
10 the Teachers Association of Long Beach (TALB) at the conclusion of one year of implementation.
11 The parties may agree to modifications in the program. Any major revision or adoption of new
12 language shall be discussed within the context of successor salary negotiations between the District
13 and the Association.
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17 Ratified 02.04.2003
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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
- Reposting or forwarding without the permission of the sender a message sent to you privately which is of a confidential nature or one clearly designed to be read by a limited number of selected recipients
- Posting chain letters or engaging in “spamming” – i.e., sending an annoying or otherwise unnecessary message to a large number of people

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

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

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

28
29 This does not preclude Technology and Information Services staff from maintaining and
30 monitoring system logs of user activity which access District technology systems. Moreover,
31 automated searches for activities that endanger system security or integrity are preformed regularly
32 to protect all users. Technology and Information Services administrators may take appropriate
33 action in response to detection of such activity (typically removal of infected files and possibly
34 suspension of the user's accounts until the matter can be resolved).

35
36 Use of District technology systems may be revoked at any time for inappropriate use. The
37 Technology and Information Services Branch, in collaboration with school administration, will be
38 the sole determiners of what constitutes inappropriate behavior according to local, state, and
39 federal law. The violation of any item contained in this policy may result in the loss of access
40 and/or to District technology systems other disciplinary action, as well as possible punitive action
41 as provided for by local, state, and federal law.

42
43 The security of any information system is a high priority, especially any system that has many
44 users and/or Internet access. Represented certificated staff members shall not let others use his or
45 her account or password as he or she has a reasonable responsibility for all actions related to his
46 or her account. Certificated staff must notify school administrators immediately if their password

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

7
8 Represented certificated employees are not allowed to install software or applications onto
9 computers, the computer network, or any District technology systems without a valid purchase
10 order or other proof of District or personal ownership. Legal software and/or data stored on
11 District technology devices are subject to removal with prior notification and consent of the
12 represented certificated staff member. Long Beach Unified School District shall take reasonable
13 precautions to ensure the security, integrity, or longevity of data and/or programs stored on District
14 technology systems.

15
16 Represented certificated staff acknowledge that they share responsibility for any and all use of the
17 District's technology systems and that misuse could lead to liability and/or consequences that
18 extend beyond the District's authority. The Long Beach Unified School District and its
19 represented certificated staff members shall be held harmless from any use or misuse of District
20 technology systems by students. Long Beach Unified School District makes no warranty of any
21 kind, whether expressed or implied, for the service that it is providing. Long Beach Unified School
22 District will not be responsible for any damage users may suffer including, but not limited to, loss
23 of data or interruptions of service as a consequence of equipment failure, either on or off District
24 property. Long Beach Unified School District and its represented certificated employees are not
25 responsible for the accuracy or quality of the information obtained through or stored on the system.

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28 Ratified 01.05.2016
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APPENDIX H

Shared Decision Making

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

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

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

- 28
29 B. A joint Shared Decision Making Committee (SDMC) will be established during the
30 2013-2014 school year to collect evidence of current practices of site decision making
31 and leadership teams from all school sites, and other external practices, to develop
32 recommendations for the establishment of a best practice prototype. The prototype
33 would be flexible enough to comport with current models that are working successfully
34 but have different approaches in implementation. The Committee will be comprised
35 of five (5) TALB-appointed members and five (5) District-appointed members. The
36 recommendation of the Committee shall be submitted to the District and TALB on or
37 before March 28, 2014.

- 38
39 C. A joint District-TALB Common Core Committee will collaborate on District and
40 school-site issues relating to the implementation of the Common Core State Standards
41 (CCSS), including providing recommendations on the expenditure of CCSS
42 Implementation Funds, consistent with the District-adopted general plan for CCSS
43 implementation.

44
45 The committee will include six (6) TALB-appointed members and six (6) District-
46 appointed members. Meetings will occur as needed during the workday unless

1 otherwise determined by the committee. Each party will appoint one member to jointly
2 work on creating the agenda for committee meetings.
3

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

For the Teachers Association of Long Beach Negotiation Team:

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Corrin Hickey - Chief Negotiator 4/5/23
Date


Dr. Christine Kelly – TALB President 4/5/23
Date

District Representative: 
Steve Rockenbach 4-5-23
Director, Employee Relations and Ethics Date

TALB

- Baldwin, Sybil
- Callopy, Chris
- Garcia, Maria
- Hickey, Corrin
- Kane, John
- McCall, Julianne
- Morrison, Gerard
- Quinn, Kevin
- Solomon, John
- Summers, Maritza

District

- Andelson, Steve
- Diggs, LaShell
- Dowell, Joy
- Forrester, Sarah
- Madrigal, Veronica
- Poffenberger, Wendy
- Rockenbach, Steve
- Simon, Erin
- Strumpfer, Wayne
- Takahashi, Yumi
- Wood, Jeffrey
- Zaid, David

INDEX

A		C (continued)	
Academic Training Leave	VII-2	Class Size Maximums	X-1, X-2
Accidental Loss or Damage		Class Size Reduction	X-1
Reimbursement	IX-2	Class Size Special Education	X-2
"Act"	I-1, III-1	Classroom Telephone	IV-2, IX-3
Additional Assignments	VI-2, B9, B11	Classroom Temperature	V-12
Additional Employment	B-9	Committee, Health and Welfare	
Adjunct Responsibilities	V-3	Benefits	VI-9
Adoption of a Child	VII-9	Committee Representation	IV-6
Advanced Professional/Academic		Compelling Personal Reasons Leave	VII-7
Training Leave	VII-2	Compensation	VI-1
Agency Fee Provisions	IV-3	Complaint, Parent/Guardian	XII-3
Agreement	I-1	Completion of Meet and Negotiate	
Agreement Effective Dates	XVIII-1	Sessions	XVII-1
Assault	IX-1	Concerted Activities	XIV-1
Association Business at Sites	IV-2	Conference Coverage-Secondary	V-2
Association Commitment	XIV-1	Conference Periods	V-2
Association Communications	IV-2	Conferences - Parent/Teacher	V-8
Association Leave	IV-5	Consent to Exceed Maximums	X-2
Association President	IV-5	Consultation Meetings	VI-9
Association Recognition	II-2	Consulting Teachers (PAR)	XI-6, XI-10
Association Restrictions	XIV-1	Contract Waiver Requests	XV-1
Association Rights	IV-1, IV-9	Control of Students	IX-1
B		Court Appearance	VII-6
Beginning Teacher Salary		Curriculum Leaders	E-1
Incentive Program	B-4	Curriculum Writing Salary	B-10
Benefits, Duration	VI-7	D	
Benefits, Health	VI-8	Damage to Personal Property	IX-2
Bereavement Leave	VII-4	Dangerous Situations	IX-1
Bilingual Certification	II-1	Death in Family	VII-3, VII-6
Bilingual Stipends	B-1	Definition of Teacher	II-1
Binding Agreement	I-1	Dental Insurance	VI-7
Block Schedule	V-1	Dental Insurance Extension	VI-7
Board of Education Recognized	II-1	Department Heads Salary	B-1
Bulletin Boards	IV-2	Disability Leave	VI-8, VII-3, 9
C		Disabled Health Insurance	VI-9
Calendars	A-1	Discipline Code Review	IX-3
Camp School Teachers	VI-3	Discipline/Control of Pupils	IX-1
Caseload for Speech and Language		Discretionary Leaves of Absence	VII-1
Specialists	X-3	District Internet and Electronic Mail	
Catalina Island Employees	VI-2	Guidelines and Procedures	G-1
Cell Phone	IV-2	Duration of Benefits	VI-8
Child Care Leave	VII-2		
Class Size	X-1		

INDEX

E			I (continued)	
Educational Meeting Leave	VII-11		Internet Guidelines and Procedures	G-1
Educational Mission: Innovation Advancement Committee	XV-1		Intersession Substitutes	V-11
Effect of Agreement	XVIII-1		Intersession/Summer School	V-11
Electronic Mail Guidelines	G-1		J	
Emergency Provision	III-1		Job Sharing	V-6
Emergency Scheduling	V-10		Judicial Leave	VII-10
Employee Restrictions	XIV-1		Jury Service	VII-10
Employees Excluded	II-1		K Kin Care	VII-9
Employees Included	II-1		Kindergarten	v-1
Employment Beyond Contract	B-9		L	
Evaluation Procedure	XII-1		Lead Teachers	E-1
Experience Other Than Teaching	B-3		Leadership Roles	E-1
Experience Salary Credit	B-2		Leave of Absence - Association President	IV-6
F			Leave of Absence - Return	VII-1
Family Death	VII-4, VII-6		Leaves of Absence - General	VII-1
Family Illness	VII-5, 67		Leaves of Absence - With Pay	VII-4
Family Medical Leave Act (FMLA)	VII-1, VII-3		Adoption of a Child	VII-9
Formal Grievance	XIII-1		Bereavement	VII-4
Forms, Newly Developed/Revised	VI-6		Educational Meeting Leave	VII-11
G			Holidays / Student Vacation Periods	VII-7
Grievance Procedures	XIII-1		Imminent Death	VII-4
Guidance/Discipline Code Review	IX-3		Industrial Injury / Illness Leave	VII-8
H			Judicial Leave	VII-10
Health and Welfare Benefits	VI-3		Maternity Leave	VII-9
Health and Welfare Benefits Committee	VI-9		Personal Necessity Leave	VII-6
Health Insurance	VI-5		Accident	VII-6
Health Insurance Extension	VI-9		Compelling Personal Reasons	VII-7
Hearing Aids	VI-7		Court Appearance	VII-6
Holidays	V-10, VII-7		Death in Family	VII-6
I			Family Illness	VII-6
Imminent Death Leave	VII-4		Home Protection	VII-6
Indemnification	IV-3		Paternity	VII-9
Industrial Injury and Illness Leave	VII-8		Sabbatical Leave	VII-11
Informal Grievance	XIII-1		Sick Leave	VII-4
Information Provided Association	IV-3		Statutory Sick Leave	VII-7
Information Provided of Students	IX-3		Leaves of Absence - Without Pay	VII-2
In-Service Projects Salary	B-10		Advanced Professional / Academic	
Instructional Day	V-6		Training	VII-2
			Child Care	VII-2
			Disability	VII-3
			Family Medical Leave Act	VII-3
			Jury Duty	VII-10

INDEX

L (continued)

Military Service	VII-3
Other Reasons	VII-3
Peace Corps	VII-2
Position Leave	VII-3
Rest and Recreation	VII-2
Rest and Recuperation	VII-2
Teach in Another District	VII-3
Teach in Foreign Country	VII-2
Travel in Foreign Country	VII-2
Work Experience	VII-3
Liability Insurance	IX-2
Librarians	V-1, V-8, X-2, B3
Life Insurance	VI-7
Lockout of Teachers	XIV-1
Loss or Damage Reimbursement	IX-2
Lunch Period	V-3

M

Mailboxes	IV-2
Maintenance of Facility	IX-1
Maternity Leave	VII-9
Medical Coverage	VI-3
Meetings	V-2
Membership Maintenance	IV-5
Membership Dues	IV-3
Meet and Negotiate Sessions	XVII-1
Mental Health Care	VI-7
Mileage	VI-2
Military Service Leave	VII-3, B-3
Minimum Days	V-5

N

National Board Certification	IV-3
Negotiations Released Time	IX-3
Non-Routine Maintenance Projects	IV-6
Notices to Employees	V-3, X-2, B-3
Nurses	D-1

O

Observations	XII-2
Observations	IV-2, B-10
Occasional Projects	IV-3
Organizational Security	VI-3
Outdoor Education Employees	V-5, V-11, VI-3
Outdoor Education Program	

P

Paperwork Reporting	C-1
Parent/Guardian Complaint	XII-3
Parent/Teacher Conferences	V-8
Part-Time Assignments	V-5
Participating Teachers (PAR)	XI-5
Parties to the Agreement	I-1
Paternity Leave	VII-9
Payroll Errors	VI-1
Pay Warrant Adjustments	VI-1
Peace Corps Leave	VII-2
Peer Assistance Process	XI-8
Peer Assistance and Review Panel	XI-3
Peer Assistance and Review Program	XI-4
Performance of Specialized Health Care	IX-3
Personal Liability	IX-2
Personal Necessity Leave	VII-6
Personnel File	XII-3
Physical/Psychological Harm	IX-1
Picketing/Student Involvement	XIV-1
Position Leave	VII-3
Preparation Period - Elementary	V-4
Preparation Period - Secondary	V-4
Presenter	B-10
Prevailing Rights	III-1
Program Facilitators	V-9
Property Damage	IX-2, IX-4

R

Recognition of Association	II-1
Recognition of Board of Education	II-1
Re-employment List	VII-7
Regional Occupation Program (ROP)	X-3
Regulations Governing Additional Assignments	B-11
Reimbursements of Damages	IX-2
Release of Student Information	IX-3
Released Time	XIII-5
Released Time for Negotiations	IV-3
Religious Objection to Membership	IV-4
Reopeners	XVIII-1
Replacement Service	V-4, B-12
Reserved Rights of District	III-1
Rest and Recreation Leave	VII-2
Rest and Recuperation Leave	VII-2

INDEX

R (continued)

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

S

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

T

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

U

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

V

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

W

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

Y

Z