



LONG BEACH UNIFIED SCHOOL DISTRICT

TEACHERS ASSOCIATION
of LONG BEACH

**PROVISIONS OF AGREEMENT
K-12**

Effective through
August 31, 2008



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

K-12

TEACHERS CONTRACT

Effective Through

August 31, 2008

As Negotiated By

LONG BEACH UNIFIED SCHOOL DISTRICT

and

TEACHERS ASSOCIATION OF LONG BEACH

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I - AGREEMENT	
A. Parties to the Agreement	I-1
B. According to “Act”	I-1
ARTICLE II - RECOGNITION OF EXCLUSIVE REPRESENTATIVE	
A. Recognition Statement: TALB.....	II-1
B. Employees Included	II-1
C. Employees Excluded	II-1
D. Teacher Defined.....	II-1
E. Recognition Statement: LBUSD	II-1
F. Temporary Contract Teachers	II-1
ARTICLE III - RESERVED RIGHTS OF THE DISTRICT	
A. Statutory Rights	III-1
B. Reserved Rights	III-1
C. Prevailing Rights	III-1
D. Right to Amend During Emergency	III-1
ARTICLE IV - ASSOCIATION RIGHTS	
A. Association Use of District Facilities.....	IV-1
B. Association Communications.....	IV-2
C. Association Business	IV-2
D. Released Time for Negotiations.....	IV-3
E. Organizational Security	IV-3
F. Information	IV-5
G. Leave of Absence for Association President	IV-6
H. Association Leave.....	IV-6
I. Review of Newly Developed/Revised Forms.....	IV-6
J. Receipt of Notices to Employees	IV-6
K. Committee Representation	IV-7
ARTICLE V - DAYS AND HOURS OF EMPLOYMENT	
A. Workday.....	V-1
B. Work Year.....	V-8
C. Additional Consideration for Year Round Schedules	V-11
ARTICLE VI - COMPENSATION	
A. Salaries	VI-1
B. Health and Welfare Benefits	VI-3
C. Duration of Benefits	VI-7
D. Tuberculosis Examination.....	VI-8

TABLE OF CONTENTS (continued)

	<u>Page</u>
E. Consultation Meetings.....	VI-8
F. Health and Welfare Benefits Committee.....	VI-9
 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-1
C. Employer Initiated Transfer Request.....	VIII-2
D. Factors in Determining Transfers.....	VIII-4
E. Miscellaneous Provisions.....	VIII-4
 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
 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
K. ROP Minimums.....	X-3

TABLE OF CONTENTS (continued)

	<u>Page</u>
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-5
E. Consulting Teachers	XI-6
F. Peer Assistance Process.....	XI-8
G. Annual Stipend for Consulting Teachers.....	XI-10
H. Continuation of the Peer Assistance and Review Program.....	XI-10
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	XII-1
F. Constraints	XII-1
G. Observations	XII-2
H. Evaluation	XII-2
I. Improvement of Less-Than-Satisfactory Performance	XII-3
J. Personnel File	XII-3
K. Grievability	XII-3
L. Parent or Guardian Complaint.....	XII-3
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-5
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
B. Educational Mission: Innovation Advancement.....	XV-1

TABLE OF CONTENTS (continued)

	<u>Page</u>
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
AGREED AND RATIFIED	Ratification-1
APPENDIX A - SCHOOL CALENDARS	A-1
APPENDIX B - SALARIES	
Salary Terms.....	B-1
Provision for Administration of Salary Schedules	B-2
A. Requirements Relative to Initial Placement on Salary Schedules.....	B-2
B. Credit on the Salary Schedule for Advanced Work	B-5
C. Salary Increments	B-9
D. Additional Employment Beyond the Contract Position	B-9
E. Occasional Projects – Curriculum Writing	B-10
F. Occasional Projects – In-Service.....	B-10
G. Regulations Governing Payment for Additional Assignments	B-11
PROVISIONS FOR ADMINISTRATION OF SALARY SCHEDULES	
A. Requirements Relative to Initial Placement	B-2
B. Credit on the Salary Schedule for Advanced Work	B-5
C. Salary Increments	B-9
D. Salary Adjustment with Change in Status	B-9
E. Additional Employment Beyond the Contract Position	B-10
F. Occasional Projects (Curriculum Writing).....	B-10
G. Occasional Projects (In-Service).....	B-11
H. Regulations Governing Payment For Additional Assignments.....	B-12
APPENDIX C - MOU: Paperwork, Reporting Student Data, and Utilization of Technology	C-1
APPENDIX D - MOU: National Board Certification	D-1
APPENDIX E - MOU: Structured Leadership Roles	E-1
APPENDIX F – MOU: Sick Leave Donation Program	F-1
APPENDIX G – MOU: District Internet and Electronic Mail Guidelines and Procedures	G-1

1
2
3
4
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ARTICLE I

Agreement

- A. **PARTIES TO THE AGREEMENT:** The articles and provisions contained herein constitute a bilateral and binding agreement (“Agreement”) by and between the Board of Education of the Long Beach Unified School District (“District”) and the Teachers Association of Long Beach/ California Teachers Association/National Education Association (“Association”), an employee organization.

- B. **ACCORDING TO “ACT”:** This Agreement is entered into pursuant to Chapter 10.7., Sections 3540-3549 of the Government Code (“Act”), the Educational Employment Relations Act.

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ARTICLE II

Recognition of Exclusive Representative

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

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ARTICLE III

Reserved Rights of the District

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

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ARTICLE IV

Association Rights

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

ARTICLE IV - ASSOCIATION RIGHTS (continued)

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4. **Use of School Telephones:**

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

B. **ASSOCIATION COMMUNICATIONS:**

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

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

ARTICLE IV - ASSOCIATION RIGHTS (continued)

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

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

17 E. **ORGANIZATIONAL SECURITY:**

- 18
- 19 1. **Membership Dues Deduction.** Any unit member who is a member of the
- 20 Teachers Association of Long Beach, CTA-NEA, or who has applied for
- 21 membership, may pay a lump sum cash payment to the Association or sign
- 22 and deliver to the District an assignment authorizing deduction of unified
- 23 membership dues, initiation fees and general assessments in the Association.
- 24 Pursuant to such authorization, the District shall deduct one-tenth (1/10) of
- 25 such dues from the regular salary warrant of the unit member each
- 26 quadriweekly period for ten (10) quadriweekly periods. Unit members who
- 27 sign such authorization after the commencement of the school year shall have
- 28 deducted one-tenth (1/10) the total amount of unified dues for each of the
- 29 remaining ten (10) quadriweeks.
- 30
- 31 2. **Agency Fee Provisions.** Any unit member who is not a member of the
- 32 Teachers Association of Long Beach, CTA-NEA shall, within thirty (30)
- 33 days from the date of commencement of assigned duties within the
- 34 bargaining unit, either become a member of the Association or pay to the
- 35 Association a fee in an amount equal to standard initiation fees, unified
- 36 membership dues and general assessments. Such fee is payable to the
- 37 Association in one lump sum cash payment or the unit member may
- 38 authorize payroll deduction for such fee in the same manner as provided in
- 39 paragraph 1. of this Section. In the event that a unit member shall not pay
- 40 such fee directly to the Association, or authorize payment through payroll
- 41 deduction, the Association shall so inform the District, and the District shall
- 42 immediately begin automatic payroll deduction as provided in Education
- 43 Code, Section 45061 and in the same manner as set forth in Section E.1.of
- 44 this Article. There shall be no charge to the Association for such mandatory
- 45 agency fee deductions.
- 46

ARTICLE IV - ASSOCIATION RIGHTS (continued)

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

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

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

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

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

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

ARTICLE IV - ASSOCIATION RIGHTS (continued)

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

3
4 5. **Maintenance of Membership.** Any unit member who, following
5 notification by TALB of this provision, is a member of the Association on or
6 after thirty (30) calendar days following ratification of this Agreement, shall
7 maintain such membership through the date of expiration of this Agreement.
8 The District will continue to deduct Association membership dues as
9 specified by TALB throughout this period.

10
11 6. **Provision of Information.** The Association agrees to furnish any
12 information needed by the District to fulfill the provisions of this Article.

13
14 7. **Indemnification.** The Association shall indemnify, defend and hold
15 harmless the District against any administrative action before the Public
16 Employment Relations Board and/or any court action challenging the legality
17 or constitutionality of Article IV, Section E. of this Agreement or its
18 implementation.

19
20 The Association shall have the exclusive right to decide and determine
21 whether any such action or proceedings referred in the above paragraph shall
22 or shall not be compromised, resisted, defended, tried, or appealed.

23
24 F. **INFORMATION.** The District agrees to provide to the Association twice during
25 the school year an alpha list of employees in the bargaining unit by name, payroll
26 location, and classification. The first list shall be provided by the end of the second
27 week in the fifth quadriweekly pay period. The second list shall be provided by the
28 end of the second week in the ninth quadriweekly pay period. In addition, no more
29 than three times during any twelve-month period, the District agrees to provide, upon
30 request, the addresses and/or telephone numbers for those newly hired employees
31 who have released their addresses and/or telephone numbers for publication in the
32 District directory.

33
34 The District further agrees to provide the Association with eight (8) copies of a
35 District directory (names, addresses, phone numbers) when such a directory is
36 published. The Association agrees to use such information for internal organization
37 purposes only and not to disclose it to any third parties. The District further agrees to
38 provide a staff list annually for each school by the second week of the fifth
39 quadriweekly pay period and the end of the second week of the ninth quadriweekly
40 pay period. Additional support service staff schedules and budget publications shall
41 be made available to the Association.

42
43 TALB agrees to provide Employee Relations Services with the names of designated
44 site representatives and to update the list as changes occur. The District agrees to
45 provide the Association public documents distributed to school board members and
46 the press in preparation for meetings of the Board of Education.

ARTICLE IV - ASSOCIATION RIGHTS (continued)

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

9
10 Upon return from leave to conduct Association business, the Association president
11 will be provided the opportunity to return to the site assigned prior to the
12 commencement of leave if a vacancy in the appropriate credential area exists at that
13 site.

14
15 H. **ASSOCIATION LEAVE:**

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

27
28 2. The District will grant to each member of the TALB Board of Directors
29 released time per fiscal year to allow all members to participate in regularly
30 scheduled meetings of the Board of Directors. The TALB president or
31 his/her designee shall provide to Employee Relations Services the names of
32 members of the Board of Directors and the schedule of meeting dates.

33
34 The Association agrees to reimburse the District for any substitute pay
35 expended in relation to Sections 1. and 2. above.

36
37 I. The District agrees to make reasonable effort to provide the Association with the
38 opportunity to review newly developed and/or revised forms related to the
39 implementation of this contract.

40
41 J. The District agrees to make reasonable effort to provide the Association with a copy
42 of notices to employees which relate to the negotiated agreement and which require
43 the authorization of the Superintendent, the Deputy Superintendent, or the Chief
44 Business and Financial Officer.

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ARTICLE IV - ASSOCIATION RIGHTS (continued)

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

Days and Hours of Employment

A. WORKDAY:

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

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

2. In the elementary schools, teachers shall report for duty and check their mailboxes not later than fifteen (15) minutes before the opening of class except when assigned before school duties. They shall be present on site for an additional sixty (60) minutes weekly as selected at the professional discretion of the teacher. Teachers shall remain until after the close of the last scheduled class of the day for Grades 4 and 5 (except on Friday), unless they have an after school duty, are excused earlier or are requested to remain by the principal. On Fridays, teachers may leave the building immediately upon the close of the regular school day for pupils, (afternoon kindergarten teachers may arrive at school fifteen (15) minutes later than the start of their regular duty day), except that if District meetings are scheduled on Friday another "early day" may be designated. Teachers of kindergarten and the first three grades remain on duty as long as teachers of the fourth and fifth grades, unless excused earlier by the principal. All kindergarten teachers (including those without team partners) shall meet their classes for 200 minutes each day and work two hours beyond such time either with their class or in other kindergarten classrooms. Note: Unless and until negotiated otherwise, the extended or full day kindergarten will remain voluntary, but no contractual waiver is required.

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

3. In the middle and senior high schools teachers shall, unless assigned to before school duty, report for duty as least fifteen (15) minutes before the opening of

ARTICLE V - DAYS AND HOURS OF EMPLOYMENT (continued)

1 the first assigned class, conference period, or homeroom/advisory and shall
2 check their mailboxes daily before the instructional day begins. Teachers
3 shall be present on site for an additional sixty (60) minutes weekly as selected
4 at the professional discretion of the teacher, except on Friday when they
5 may leave upon the close of the school day. If District meetings are
6 scheduled on Friday another “early day” may be designated.

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

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

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

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

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

45
46 5. The on-site workday for other unit members shall be as follows:

ARTICLE V - DAYS AND HOURS OF EMPLOYMENT (continued)

1 On-site work hours for secondary school librarians and program facilitators
2 shall be eight (8) hours per day exclusive of lunch, except Friday when they
3 may leave twenty (20) minutes prior to the end of their regularly assigned
4 workday.

5
6 On-site work hours for nurses shall be seven and one-half (7.5) hours per day
7 exclusive of lunch, except Friday when they may leave twenty (20) minutes
8 prior to the end of their regularly assigned workday. If the principal or his/her
9 designee determines it is necessary for the employee to remain on-site to
10 perform the assigned duties of the position or to fulfill his/her professional
11 obligations appropriate to his/her assignment, the principal or his/her designee
12 shall direct the employee to remain on-site up to a maximum of eight (8) hours
13 a day.

14
15 Modifications of the on-site work hours and the "early day" may be mutually
16 agreed to by the employee and the site manager to accommodate a variety of
17 job responsibilities that may be accomplished at a location other than the
18 school site and/or outside of normal working hours. Driving time between
19 District sites shall be included as part of the normal working day exclusive of
20 the duty-free lunch period.

21
22 6. Modification in the students' schedule shall have no effect on the unit member's
23 workday as described above, except for Back-to-School Night in the fall and
24 Open House during one night of Public Schools Week in the spring. Additional
25 exceptions may be approved by the appropriate assistant/deputy superintendent.

26
27 7. It is recognized that in carrying out job responsibilities, each employee shall
28 perform many duties and adjunct responsibilities which occur outside of the
29 scheduled minimum on-site duty day. Such duties may involve activities such
30 as supervision of pupils, sponsorship of student activities, and participation in
31 school, districtwide, and parent-community committees. It is intended that such
32 adjunct duties will be assumed equitably by all unit members. Volunteers will
33 be sought and a site shared decision-making process may be used to distribute
34 adjunct duties; however, if there are insufficient volunteers, the manager retains
35 the right to assign unit members to meet the needs of the school. The
36 maximum expectancy for any secondary school teacher shall be twenty-four
37 (24) hours per semester, exclusive of faculty/department meetings.

38
39 8. All unit members shall be entitled to the statutory minimum duty-free lunch
40 period of thirty (30) minutes. This entitlement also refers to alternate lunch
41 schedules adopted because of inclement weather. Normally, teachers can
42 expect to have the same length of lunch period as students except that the site
43 manager may assign employees to supervisory duties during the passing
44 periods and/or to meet the occasional needs of the school lunch period
45 situation.

46

ARTICLE V - DAYS AND HOURS OF EMPLOYMENT (continued)

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

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

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

30
31 10. **Elementary Preparation:**

32
33 a. In the elementary school, limited preparation time may be arranged at
34 individual school sites through staffing patterns that (1) are
35 educationally justifiable; (2) do not reduce total instruction time for
36 students; (3) are developed jointly by the affected teaching staff and
37 the site manager; and (4) are approved by the appropriate
38 assistant/deputy superintendent.

39
40 b. At the elementary teacher's discretion, library time may be used as a
41 preparation period when a credentialed librarian is scheduled to work
42 with the entire class.

43
44 c. A school is not precluded from identifying additional opportunities for
45 preparation time, especially for teachers of grades four and five, if the
46

ARTICLE V - DAYS AND HOURS OF EMPLOYMENT (continued)

1 school's regularly scheduled, general funded, certificated staffing
2 permits.
3

4 11. Employees who request and are granted a part-time assignment shall have a
5 minimum on-site responsibility exclusive of any duty-free lunch period
6 proportionate to their contract assignment. Elementary part-time teachers
7 who teach half of the normal instructional time shall have a workday that is
8 one-half (1/2) the workday of a full-time teacher. Secondary part-time
9 teachers who are assigned to three (3) instructional periods shall have a
10 workday that is one-half (1/2) the workday of a full time teacher; other
11 workdays shall be based upon the principle that exclusive of the lunch period,
12 six (6) periods plus required time before and after classes constitute a full-
13 time assignment. Teachers who work less than full-time shall not be
14 scheduled for a preparation period as part of the workday. Employees who
15 work half-time or less shall be exempt from all extra-duty responsibilities
16 except for faculty meetings which are contiguous with the employee's
17 workday and annual open house activities.
18

19 12. The provisions of this Section shall not apply to teachers in the Outdoor
20 Education Program.
21

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

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

33 except that:

34
35 a. Schools with an organizational pattern of Grades K-8 shall provide a
36 minimum of 54,000 instructional minutes for Grades 7 and 8.
37

38 b. Schools which exceed the above required minimum number of
39 instructional minutes for specified grade levels shall make no
40 adjustment to reduce the number of instructional minutes at these
41 grade levels without the express written consent of the appropriate
42 assistant/deputy superintendent.
43

44 c. In year-round schools, the number of minimum days established in
45 1987-1988 shall be at least maintained in subsequent years with
46

ARTICLE V - DAYS AND HOURS OF EMPLOYMENT (continued)

1 utilization determined at the site except for contractually identified
2 minimum days.

3
4 **14. Job Sharing:**

5
6 a. The Job Sharing Program is one in which two (2) employees share the
7 full responsibilities and the contract of employment of one (1)
8 identifiable full-time position. The shared teaching assignment shall
9 be (1) fifty-fifty (50-50) percent or (2) sixty-forty (60-40) percent.
10 The sharing shall be on a proportional division of the school day or of
11 the school week.

12
13 b. Applicants must be willing to provide a written commitment to serve a
14 minimum of one (1) year in the shared position. If, because of
15 extenuating circumstances, one of the participants cannot continue in
16 a part-time assignment during the year, the District is under no
17 obligation to return the individual to a full-time assignment until the
18 following year; but the District may consider an earlier return if a
19 position is available.

20
21 Job Share participants may be either permanent or non-permanent
22 teachers. If a teacher is not permanent at the time of either application
23 or assignment, he/she shall be required to sign a statement
24 acknowledging his/her understanding that years of service which are
25 less than one hundred (100) percent will not be credited towards the
26 employee's attainment of permanent status.

27
28 c. Job sharing assignments shall be filled only by teachers who have
29 jointly requested to work together. A listing of teachers interested in
30 job sharing will be maintained by both the Certificated Personnel
31 Office and the Teachers Association.

32
33 d. Applicants shall submit a joint written application to the affected site
34 manager(s) showing the names of the participants, positions affected,
35 the proposed sharing schedule, division of adjunct duties, and the
36 potential benefit to students. Mutual agreement between the two (2)
37 employees, the principal, the appropriate assistant/deputy
38 superintendent, and the Assistant Superintendent, Human Resource
39 Services, is required before the job sharing assignment can be
40 implemented. Applications shall be submitted on or before March 1.

41
42 e. Individual job sharing assignments will normally be evaluated prior to
43 March 1. A decision with respect to continuance of each program will
44 be made on or before April 15.

ARTICLE V - DAYS AND HOURS OF EMPLOYMENT (continued)

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

ARTICLE V - DAYS AND HOURS OF EMPLOYMENT (continued)

1 partnership be dissolved and both desire full-time assignment at that
2 site but only one opening exists. In any circumstance, participants
3 would have access to the District's voluntary transfer procedure.
4

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

9 For seven (7) days in the fall and five (5) days in the spring kindergarten
10 teachers shall be exempt from the provision in Article V.A.2. These hours
11 shall be available instead for parent/teacher conferences.
12

13 16. **Library Media Teachers.**

14
15 a. A library media teacher who maintains the library media center open
16 for at least fifteen (15) minutes before school and fifteen (15) minutes
17 after school will not be assigned bus and recess/nutrition duty.
18

19 b. Secondary classroom teachers shall stay with their classes when
20 bringing them to the library media center; elementary teachers shall
21 escort their classes to and from the library media center.
22

23 c. For classes brought to the library media center, contractual staffing
24 ratios (including LMT and aides) shall be observed, except during
25 Testing Periods or for special, occasional activities as determined by
26 Site Based Decision Making.
27

28 d. Library Media Centers will close during the final week of school to
29 allow LMTs time to close the library, conduct inventory, and complete
30 other oversight tasks that are essential to running an effective library
31 media program. The standard period for closing a library media center
32 shall equal the number of days it is scheduled to be open during a
33 regular week during the school year; the LMT in consultation with the
34 site administrator may recommend a lesser or greater period depending
35 upon the size of the center.
36

37 e. At the secondary level, the LMT at his/her discretion may continue to
38 utilize a flexible schedule in order to service the entire school. At the
39 elementary level, the LMTs may utilize flexible scheduling for 20% of
40 their scheduled work week at that particular site in order to permit
41 collaborations with classroom teachers and their students for in-depth
42 learning and research.
43

44 B. **WORK YEAR:**

45 1. **Teachers** (including nurses, teachers on special assignment, and librarians):
46

ARTICLE V - DAYS AND HOURS OF EMPLOYMENT (continued)

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a. **Traditional Schedule.** The assigned work year shall be from the first day of the fall semester to the last day of the spring semester, inclusive. The school year encompasses ten and two-tenths (10.2) pay periods totaling two hundred and four (204) assigned days (one hundred eighty-two [182] actual duty days), dates which are specified in the calendars (see Appendix A). It is further agreed that in the middle and senior high schools two shortened days for pupils will be scheduled at times to be approved by the appropriate assistant/deputy superintendent.

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

b. **Year-Round Schedule.** The assigned work year shall be one hundred eighty-two (182) actual duty days, as assigned from July 1 through June 30, with compensation prorated over the number of pay periods occurring from July 1 through June 30.

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

2. **Program Facilitators:**

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

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

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

3. **Split Assignments.** In cases of split assignments, employees so affected shall work each assigned day a number of hours which reflects the employee's assignments. A split assignment refers to a full-time employee whose contract

ARTICLE V - DAYS AND HOURS OF EMPLOYMENT (continued)

1 assignment includes two job classifications (Example: teacher/program
2 facilitator).

3
4 4. **Emergency.** In the event of an emergency or other event resulting in less than
5 the scheduled number of workdays, the District agrees to consult with the
6 Association before determining the number and dates of specific days to be
7 rescheduled to ensure the total contract workdays for all unit employees.

8
9 5. **Holidays.** The District agrees to grant all employees those non-paid, legal and
10 Board-designated holidays which occur during their specified traditional or
11 year-round calendars.

12
13 a. Legal holidays shall include Independence Day, Admission Day,
14 Labor Day, Veterans Day, Thanksgiving Day, Christmas Day, New
15 Year's Day, Dr. Martin Luther King Jr. Day, Lincoln Day, Presidents
16 Day, and Memorial Day.

17
18 b. In addition, the District agrees to grant two (2) holidays to be
19 designated by the Board of Education. One of these holidays shall be
20 the Friday following Thanksgiving Day.

21
22 c. When a legal holiday falls on Saturday, the preceding Friday shall be
23 observed as a holiday. When a legal holiday falls on Sunday, the
24 following Monday shall be observed as a holiday.

25
26 d. Consistent with the above provisions, the date of each holiday shall be
27 set forth in the calendar (see Appendix A).

28
29 6. **Summer School and Intersession Programs.** Teachers elected to provide
30 additional service during summer school on traditional calendar or intersession
31 programs on year-round calendars will be compensated per Salary Schedule P.

32
33 **Note:** Any changes in leave provisions or other benefits as a result of the
34 collective bargaining process will apply equally to summer school and
35 intersession program teachers.

36
37 All eligible employees will have an opportunity to apply to teach during
38 intersession or summer school. All employees whose most recent final
39 evaluation is satisfactory in all areas directly related to classroom instruction
40 and student achievement are eligible for selection for summer school and
41 intersession employment. Applicants will be selected based upon (a) the
42 needs of the program to be offered and (b) when applicable, a system of
43 rotation after having served three consecutive intersessions or summer school
44 assignments if there are other qualified applicants. When the above
45 considerations are substantially comparable, decisions shall be based upon
46 length of service in the District.

ARTICLE V - DAYS AND HOURS OF EMPLOYMENT (continued)

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

6
7 When serving as a substitute teacher at any school other than the school to
8 which they are regularly assigned, they shall be paid as per Salary Schedule N.
9 When serving as a substitute teacher at the school to which they are regularly
10 assigned, they shall be paid at the same daily rate as that earned by Home
11 School substitutes.

12
13 8. **Outdoor Education Program.** To meet the needs of the Outdoor Education
14 Program, adjustments may be made in calendared workdays. Any workdays
15 beyond one hundred eighty-two (182) will be voluntary additional assignment.

16
17 9. **Traveling Teachers in Secondary Schools.** Except in the most extraordinary
18 circumstances, secondary teachers serving in their initial year in the profession
19 will not be scheduled as traveling teachers.

20
21 C. **ADDITIONAL CONSIDERATION FOR YEAR-ROUND SCHEDULES:**

22
23 1. **Roving Teachers.** Roving teachers agree to change classrooms approximately
24 every four weeks to enable three other teachers to remain in/return to the same
25 classroom throughout the year. An employee identified as a roving teacher at
26 a year-round site will be entitled to utilize a total number of classroom aide
27 hours which is ten (10) percent greater than the total number of classroom
28 aide hours allocated to other teachers in the same grade level (elementary) or
29 the same subject area (middle school) at the same school site. In addition,
30 roving teachers may be given some special considerations developed
31 cooperatively at the site; i.e., no recess or hall duty, assistance with bulletin
32 boards, single level classes, reduction of adjunct responsibilities, etc.

33
34 Roving teacher assignments will be filled by volunteers. In the event that
35 there is not a volunteer roving teacher, all four teachers may be required to
36 change classrooms when returning from intersession. Except in the most
37 extraordinary circumstances, teachers serving in their initial year in the
38 profession will not be assigned to a roving position.

39
40 2. It is not the intent of the District that employees be arbitrarily reassigned or
41 rotated from one track to another.

42
43 3. At a minimum, the District shall provide one movable storage unit per four
44 classroom teachers. Each teacher shall be assigned a storage space which can
45 be locked.

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ARTICLE V - DAYS AND HOURS OF EMPLOYMENT (continued)

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- 4. It is the goal of the District that the temperature of the classroom will be conducive to teaching and learning throughout the school year. At a minimum, some type of mechanical cooling device will be available for each classroom at each year-round school site.

- 5. The parties recognize that some factors that relate to year-round scheduling at the middle school and are within the scope of bargaining may not have been addressed. Should problems arise because of such unanticipated factors, the parties agree to meet for the purpose of resolving those issues.

- 6. With the approval of the site administrator, teachers may exchange days with other teachers who are on different tracks or calendars at the same school site. Participating teachers shall submit a signed agreement indicating the days they are exchanging at least five days in advance of the exchange to the site administrator for approval. Teachers who are unable to fulfill the conditions of the agreement shall be charged appropriate leave for those days on which they were absent and which they were not able to make up. The District will not be held liable for a teacher who does not fulfill his/her exchange days.

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ARTICLE VI

Compensation

A. **SALARIES:**

1. **Salary Schedules and Regulations:** The regular rate of pay for each employee in the bargaining unit shall be in accordance with the Salary Schedules available at work sites and Provisions for Administration of Salary Schedules incorporated in Appendix B of this Agreement.
2. **Biweekly Salary Advance:** Upon submission of a timely request, an employee may be advanced not more than one-half of his/her net pay after deductions every two (2) weeks.
3. **Payroll Errors:** Proper salary class and step placement is a joint responsibility of the employee and the District. All employees are encouraged to review their salary placement annually and should they believe that they are improperly placed on the salary schedule, they should immediately bring this information to the attention of the District. In the event that an incorrect salary placement results in an underpayment, the District will issue a warrant for approximately ninety (90) percent of the net underpayment from the revolving fund within ten (10) working days from the day the error has been verified and Payroll receives written notification. Full adjustment will be reflected in the employee's next regular pay warrant. Should the incorrect salary placement result in an overpayment, the employee will reimburse the District the full amount of such overpayment on a repayment schedule developed by the District and the employee. In the event of an error favoring the employee or the District, the error shall be corrected retroactively for a period of up to three (3) years dating from the discovery of the error. "Discovery of the error" is defined as the date the District or the employee first receives written notification.
 - a. When an employee requests an audit of payroll records beyond the immediately preceding thirty-six (36) months, the employee will be charged for this service at the rate of \$20 per hour. The service fee will be waived if the audit reveals an actual error. The employee may request an estimate of the time involved in the audit prior to authorizing Payroll to proceed.
 - b. Within two years of receipt of the annual service credit statement from the State Teachers Retirement System (STRS)/Public Employees Retirement System (PERS), employees may request review of a perceived discrepancy in annual service as reported in that statement.

ARTICLE VI - COMPENSATION (continued)

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- 4. **Pay Warrant Adjustments:**
 - a. (Education Code, Section 45051) Contract employees hired after the beginning of the contract year shall be notified at the time of employment that they will receive a pay adjustment in their first warrant. Contract employees who resign, retire, go on unpaid leave, or are terminated prior to the end of their work year may have their last pay warrant adjusted.
 - b. The annual salary of any employee who is employed after the beginning of the school year, or who resigns, retires, is terminated, or goes on unpaid leave prior to the end of the school year shall be computed by comparing the number of days actually worked by the employee (including absence days in paid status) to the total number of working days in the school year.
- 5. **Additional Assignments:** Bargaining unit employees qualified for additional teaching assignments in School for Adults and/or summer school shall be given priority consideration. Employees selected by the District to fill positions in the Additional Assignments Schedule shall be paid at the rates and in the manner described in that schedule.
- 6. **Occasional Projects:** Employees elected by the governing board to work additional days on projects related to their primary job responsibilities shall be paid at District hourly rates as described in the Additional Assignments Schedule.
- 7. **Catalina Island Employees:**
 - a. Full-time employees who actually work and reside on Catalina Island shall receive a salary addition as provided in Schedule 1. In addition, effective the first school day each year, Catalina Island employees shall receive a travel expense allowance. For 1999-2000, the allowance is \$621. Each year thereafter, the allowance will be adjusted by the same percentage as the salaries of K-12 unit members. Employees working less than full time shall receive a share of the travel expense allowance proportionate to the time worked.
 - b. Upon employee request, the District shall provide costs not to exceed \$250 for moving possessions and an automobile to Catalina Island.
 - c. The District shall pay employee costs of routine transportation to and from in-service training meetings required by the District.

ARTICLE VI - COMPENSATION (continued)

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

B. **HEALTH AND WELFARE BENEFITS:**

1. **Employee Eligibility.** Bargaining unit employees working fifty (50) percent or more of a full-time assignment as defined in Article V, Section A.11., (exclusive of job sharing, Article V, Section A.14.) are eligible for health, dental, vision, and life insurance benefits as provided in this Article.
- a. All coverage is effective the first day of paid service or first paid day upon return from unpaid leave of absence.
 - b. Any employee in unpaid leave status for a period in excess of thirty (30) calendar days may continue health and welfare benefit coverage as provided in this Article by personally paying the premiums. The percent of the annual premiums to be paid shall be the same as the percent of the contract year during which the employee is in unpaid leave status. (For example, a one hundred eight-two [182] workday teacher on unpaid leave for one [1] semester, i.e., ninety-one [91] days, is responsible for fifty (50) percent of the annual benefit premiums.)

ARTICLE VI - COMPENSATION (continued)

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- c. Effective 9/1/06, an employee who fails to enroll during open enrollment or within thirty (30) days of initial eligibility will be automatically enrolled in Blue Shield PPO, Delta Premier, Vision, and Life.
- d. Dependents of employees who, pursuant to paragraph c. above, are defaulted into the designated District group medical plans are not eligible to be enrolled except as follows:
 - (1) During the next open enrollment period; and/or
 - (2) Within thirty (30) days of becoming eligible by virtue of such qualifying events as birth, adoption, marriage or registering of a California Domestic Partnership.

2. **Health Insurance.** Employees may choose coverage for themselves and their eligible dependents or same gender domestic partners for whom a Declaration of Domestic Partnership is currently on file in the office of the Secretary of State for the State of California. A choice shall be made from any one of the approved plans described below during the enrollment period announced by the Risk Management Branch. The District will pay no dollar amount greater than the maximum premium equivalent paid to fund the comprehensive plan carrier (Blue Shield). The employee must pay any additional premium cost. This arrangement is consistent with federal regulations concerning health maintenance organizations (HMO).

- a. **Kaiser Foundation Health Plan.**
Brief description of coverage: Unlimited lifetime maximum. Continuation of existing plan without modification of benefits, except as noted.

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

Prescription Plan: Retail co-pay per one hundred (100) day prescription - \$5.
- b. **California Physician's Service, Blue Shield.**
Brief description of coverage: The ability to move between Blue Shield HMO and Comprehensive Major Medical is no longer available. Continuation of existing plan without modification of benefits, except as noted.
 - (1) HMO. Office visits, \$5; no deductible; hospitalization 100% covered. Unlimited lifetime maximum. Continuation of existing plan without modification of benefits, except as noted.

ARTICLE VI - COMPENSATION (continued)

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Chiropractic Care (Blue Shield HMO): \$5 co-pay and 26 visits per year, effective 1/1/07.

(2) **COMPREHENSIVE MAJOR MEDICAL.** Lifetime maximum of one million dollars (\$1,000,000). Continuation of existing plan without modification of benefits, except as noted.

(a) Preferred Provider - \$200/\$400 deductible; 20% co-insurance; \$500 individual/\$1,000 family per year out-of-pocket limit (in addition to deductible).

(b) Out-of-Network Provider - \$400/\$800 deductible; 40% co-insurance; \$3,000 individual/\$6,000 family per year out-of-pocket limit (in addition to deductible).

Walgreens Prescription Plan. Retail co-pay per thirty (30) day prescription: \$5 generic; \$10 name brand. Mail order co-pay for up to one hundred (100) day prescription supply: \$10 generic/\$20 name brand.

c. **PacifiCare of California.**
Brief description of coverage: No deductible; hospitalization 100% covered. Unlimited lifetime maximum. Continuation of existing plan without modification of benefits , except as noted. Office visit - \$5.

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

Prescription Plan. Retail co-pay per thirty (30) day prescription supply: \$5 generic; \$10 name brand.

d. CCN-EPO & CCN-PPO plans will be eliminated as of 1/1/07.

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

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

ARTICLE VI - COMPENSATION (continued)

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- a. **Delta Dental Plan of California, Premier Plan.** This is a continuation of the present plan and the District shall continue to pay premium costs under this plan for the employee only. The employee may choose to pay premium costs for eligible dependents. Maximum amount paid by plan per person per calendar year is two thousand dollars (\$2,000).

 - b. **Delta Care Dental Provider Organization, Option A.** The District shall pay premium costs under this plan for the employee only. The employee may choose to pay premium costs for eligible dependents.

Maximum amount paid by plan per person per calendar year is two thousand dollars (\$2,000).

 - c. **Delta Care (PMI) Dental Health Plan.** This is a continuation of the present plan. Coverage for both the employee and his/her eligible dependents is provided for by this plan.
4. **Life Insurance.** Employees whose regular annual salary exceeds fifteen thousand dollars (\$15,000) shall be insured for the amount of the annual salary but not to exceed fifty thousand dollars (\$50,000); employees whose regular annual salary is fifteen thousand dollars (\$15,000) or less shall be insured for fifteen thousand (\$15,000). The amount of coverage shall be based upon the salary rate on the last day of actual service to the District by the employee.
5. **Vision Care Insurance.** The District agrees to provide vision care insurance for eligible employees. The Medical Eye Services plan provides one (1) comprehensive examination every twelve (12) consecutive months; two (2) pairs of lenses in any twenty-four (24) consecutive months. Employee is responsible for paying a ten dollar (\$10) deductible per calendar year. Prior enrollment in the plan is required.
6. **Mental Health Care Service.** Employees and eligible dependents shall be provided outpatient mental health care service through PacifiCare Behavioral Health except that:
- a. Employees in Kaiser Foundation Health Plan who are not currently receiving services through PacifiCare Behavioral Health will receive mental health care through Kaiser.

 - b. Employees in PacifiCare of California who are not currently receiving services through PacifiCare Behavior Health will receive mental health care through PacifiCare of California.

ARTICLE VI - COMPENSATION (continued)

1 c. Employees in either Kaiser Foundation Health Plan or PacifiCare of
2 California who are currently receiving services through PacifiCare
3 Behavioral Health may, at their discretion, continue to receive mental
4 health services from their PacifiCare Behavioral Health provider.
5

6 The District pays all premium costs.
7

8 7. **125 Plan.** Upon securing the appropriate government approval, the District
9 will provide employees the opportunity to participate in a 125 Plan at no
10 administrative cost to the employee. Attendance at informational meetings
11 shall be voluntary.
12

13 C. **DURATION OF BENEFITS:**
14

15 1. **Retiring Employees After Seventeen Years of Service.** Employees shall be
16 eligible for District-paid premiums for health insurance provided that (a) the
17 employee is age fifty-five (55) or older upon retirement and has seventeen
18 (17) or more service years in the District or (b) the employee has at least
19 thirty (30) years of service credit with STRS or PERS and seventeen (17) or
20 more service years with the District. This benefit shall end when the retiree
21 reaches age sixty-seven (67) on the condition that the retiree, if eligible,
22 applies for coverage under Medicare Part A coverage at age sixty-five (65).
23 Eligible employees who fail to apply for such coverage will not receive
24 District-paid premiums for health insurance from age sixty-five (65) to age
25 sixty-seven (67). The retiree, or unremarried spouse of deceased retiree, may
26 remain in the District plan by paying personally the insurance premiums
27 without any limit on age.
28

29 Medicare coverage will be primary for those employees who are eligible; the
30 District's plan will provide secondary or umbrella coverage over Medicare
31 payments. Additional information is available from the Risk Management
32 Branch. (For health insurance benefits, unit member employees compensated
33 for fifty [50] percent or more of a full-time assignment will receive one [1]
34 year of credit toward the required seventeen [17] years of service.)
35

36 2. **Resigning/Retiring Employees.** Employees who do not qualify under
37 Section 1. above and who resign as of the last day of the traditional school
38 year and after having served a complete contract year immediately prior
39 thereto shall be eligible for District-paid health, dental, vision, and life
40 insurance benefits through September 30 following the school year of service.
41

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

ARTICLE VI - COMPENSATION (continued)

1 Retirees age fifty-five (55) or older may remain in a District plan by paying
2 personally the insurance premiums beginning the first of the month after the
3 employee's retirement date. There is no limit on age. Medicare coverage will
4 be primary for those employees who are eligible; the District's plan will
5 provide secondary or umbrella coverage over Medicare payments.
6 Additional information is available from the Risk Management Branch.
7

8 3. **Temporary Contract Employees.** Persons with temporary contracts on
9 traditional calendar who receive a letter of assurance for future employment
10 shall have continuous health, dental, vision, and life insurance benefits
11 through the months of July, August, and September following receipt of the
12 letter of assurance.
13

14 4. **Employees on STRS/PERS Disability.** Employees who otherwise qualify
15 and who are disabled and begin drawing STRS/PERS disability payments
16 after June 1, 1979, shall be eligible for District-paid health insurance for the
17 term of the disability but not more than thirty-nine (39) months from the dates
18 of approval of the disability allowance.
19

20 5. **Health Insurance Extension.** For employees who do not qualify for
21 benefits as described in Sections C.1. or C.2. above, District-paid health,
22 dental, vision, and life insurance coverage shall be extended to the end of the
23 calendar month in which employment is terminated.
24

25 6. **Dental Insurance Extension.** Employees who retire from the District may
26 remain in a District plan by paying personally the insurance premiums as
27 provided for in Education Code, Section 7000. Employees who terminate
28 employment with the District may extend their dental insurance at employee
29 expense as provided in the Consolidated Omnibus Budget Reconciliation Act
30 (COBRA). Information should be requested from the Risk Management
31 Branch.
32

33 D. **TUBERCULOSIS EXAMINATION.** Required examinations for tuberculosis shall
34 be provided by the District at no cost to employees only if District-designated service
35 providers are utilized. The examination shall consist of an approved intradermal
36 tuberculin test (Mantoux), which, if positive, shall be followed by an x-ray of the
37 lungs.
38

39 E. **CONSULTATION MEETINGS.** The Association shall be invited on an annual
40 basis to consultation meetings with the District and other employee groups for the
41 purpose of exchanging information on the implementation of health, dental, and
42 vision plans. The District also shall provide the Association the following documents
43 without cost: provider service agreements, financial reports, cost containment
44 reports, and claims information summaries.
45
46

ARTICLE VI - COMPENSATION (continued)

1 F. **HEALTH AND WELFARE BENEFITS COMMITTEE.** The Association and
2 District agree to form a joint committee to meet on an as needed basis to address the
3 current and projected increases in health care costs. All recommendations will be
4 submitted for consideration to the respective collective bargaining teams for
5 negotiating.
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ARTICLE VII

Leaves of Absence

A. LEAVES OF ABSENCE (GENERAL):

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

Any leaves which might be granted during periods described above will be on a case-by-case basis and will not set precedent in future cases.
4. When approved, leaves of absence without pay for personal business, vacation or recreation shall be limited to a maximum of five (5) consecutive workdays.
5. The District shall determine procedures on employee responsibilities for application, notification, and verification regarding use of all authorized leaves of absence. Employees shall be advised of such procedures. The District shall consult with the Association prior to modification of such procedures. Upon request, the District shall annually provide to the Association a copy of all forms, procedures and Board of Education-adopted policies related to this Article.
6. **Return From Leave of Absence:**
 - a. Any employee returning within the same work year from sick leave, bereavement leave, statutory leave, judicial leave, personal necessity leave, or Family Medical Leave Act (FMLA) shall return to the same position assigned previous to the commencement of the leave.

ARTICLE VII - LEAVES OF ABSENCE (continued)

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

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

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

ARTICLE VII - LEAVES OF ABSENCE (continued)

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

ARTICLE VII - LEAVES OF ABSENCE (continued)

1 service; disability; family medical leave (if employed at least one complete
2 year); and in the most extraordinary circumstances, leaves for other reasons
3 deemed sufficient by the Board of Education.
4

- 5 3. Current STRS/PERS regulations state that employees who are on unpaid
6 leave of absence do not earn retirement credit. Use of reduced pay or unpaid
7 leave of absence reduces the employee's STRS/PERS service credit for that
8 year. STRS/PERS service is credited in proportion to the amount an
9 employee actually receives in compensation compared to the amount that
10 employee would have received had he/she been compensated for the full year
11 (earned divided by the total earnable).
12

13 C. **LEAVES OF ABSENCE WITH PAY:**
14

- 15 1. **Bereavement Leave.** Employees are entitled to leaves of absence, not to
16 exceed three (3) days (five [5] days if a funeral is attended out of state or
17 more than two-hundred [200] miles one way is traveled) as a result of the
18 death of any member of the immediate family. Bereavement leave is non-
19 cumulative and shall be taken only sequentially and immediately following
20 the death of a member of the immediate family. No deduction shall be made
21 from the salary of the employee, nor shall the leave be deducted from leave
22 granted in other sections of this Article. Members of the immediate family
23 include mother, step-mother, father, step-father, grandmother, grandfather, or
24 grandchild of the employee or of the spouse of the employee; and the spouse,
25 son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister,
26 sister-in-law, of the employee or of the spouse of the employee; or any person
27 having a principal place of residence in the immediate household of the
28 employee. Employees who take bereavement leave shall be responsible for
29 following all notification procedures as per Section A.5. of this Article.
30

- 31 2. **Imminent Death Leave.** Certificated employees under contract are entitled
32 to two (2) days (non-cumulative) imminent death leave at full pay during
33 each fiscal year. This type of leave may be authorized in case of accident or
34 critical illness of a member of the immediate family (as defined in paragraph
35 1. of this Section) when death of the family member is imminent.
36

- 37 3. **Sick Leave:**
38

- 39 a. Sick leave entitlement shall be received and deducted in the same
40 manner. For payroll computation:
41

42 .5 day = 4 hours leave
43 1.0 day = 8 hours leave
44 5.0 days = 40 hours leave
45 10.2 days = 81.60 hours leave
46 10.5 days = 84.00 hours leave

ARTICLE VII - LEAVES OF ABSENCE (continued)

- 1 b. For each school year of service every employee employed five (5)
2 days a week shall be entitled to the following leave of absence with
3 full pay for illness or injury:
4
5 204-day employees: 10.2 days (81.60 hours)
6 212-day employees: 10.5 days (84.00 hours)
7
8 Sick leave may be deducted in one-half (1/2) hour increments.
9
10 c. An employee in less than a full-time assignment and/or employed for
11 less than a full contract year shall receive and have sick leave
12 deducted in direct proportion to the percentage of the assignment;
13 e.g., an employee with a fifty (50) percent assignment shall earn or
14 have deducted .5 (four [4] hours) of sick leave.
15
16 d. One (1) hour of sick leave is granted for each eighteen (18) hours an
17 employee has worked in an hourly assignment, including summer
18 school and intersession assignments. Accumulated hourly sick leave
19 may be used for absences in any hourly assignment, except that
20 during the first and last week of summer school leave for compelling
21 personal reasons will not be granted and teachers should expect to be
22 required to provide doctor's verification of illness absences. Contract
23 sick leave may not be used for absences in an hourly assignment. If
24 an employee serving in a contract assignment has exhausted his/her
25 contract sick leave, accumulated hourly sick leave may be used prior
26 to statutory sick leave.
27
28 e. An employee who claims sick leave may be required to execute a
29 certificate or declaration to the effect that he/she was actually ill or
30 injured on that day(s) before such sick leave may be paid.
31
32 Sick leave shall not normally be taken for minor elective or cosmetic
33 surgery. Exceptions may be approved by the district physician.
34
35 f. When the District determines that an employee's health condition may
36 be impairing job performance, Human Resource Services shall have
37 authority to direct the employee to have a medical examination by the
38 district physician, by a District-appointed physician at District
39 expense, or by an employee-selected physician approved by the
40 district physician and to be paid by the employee.
41
42 g. If a certificated employee under contract does not take the full amount
43 of sick leave allowed in any school year, the amount not used is
44 accumulated from year to year, and accrued sick leave is credited
45 toward time served for retirement purposes.
46

ARTICLE VII - LEAVES OF ABSENCE (continued)

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

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(6) Illness in the immediate family of the employee as defined in Section C.1. above.

(7) Home protection in the event of a natural catastrophe, such as flood or fire.

(8) Compelling Personal Reasons. Maximum of five (5) days per fiscal year upon twenty-four (24) hours prior notice of the absence to the appropriate manager; for business or other activity of serious and compelling personal importance that cannot be conducted before or after the workday. Such absences will not be approved on days immediately before or immediately after a District calendared holiday unless the employee notifies the appropriate manager at least forty-eight (48) hours in advance and provides the job number and the name of the person who has been confirmed to substitute for them.

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

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

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

ARTICLE VII - LEAVES OF ABSENCE (continued)

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

- a. Certificated employees who are absent from duty because of industrial injury or illness and who qualify under the provisions of the workers' compensation insurance law are allowed, for each injury or illness, full salary from the first day of absence to and including the last day of absence for the illness or injury, except that not more than sixty (60) working days of leave are allowed for any one injury or illness. Allowable leave under this Section may not be accumulated from year to year.
- b. Payment on any day during industrial injury or illness, when added to compensation granted an employee under the workers' compensation laws of California, shall not exceed the normal wages for the day's primary assignment.
- c. If an employee is still receiving workers' compensation insurance benefits after entitlement to industrial injury or illness leave is exhausted, he/she shall be placed on regular sick leave, vacation leave, or statutory leave.
- d. Industrial injury or illness leave is reduced by one (1) day for each day of authorized absence, regardless of any compensation paid under workers' compensation.
- e. If the employee is no longer receiving workers' compensation insurance benefits, but is still unable to return to work as determined by the district physician, he/she is then placed on regular sick leave or other leave, as provided by this Agreement.

When the employee goes on one of these types of leave while receiving workers' compensation insurance benefits, he/she is entitled to only such payment as will provide full pay for the primary assignment when added to workers' compensation insurance benefits.
- f. Before salary payments are made to an employee absent because of industrial injury or illness, a report of the illness or injury must be filed in the office of Risk Management.
- g. After expiration of paid leave, an employee who is unable to return to work as determined by the district physician may be granted additional leave without pay for one (1) year. Such leave may be extended for one (1) additional year for sufficient cause.

ARTICLE VII - LEAVES OF ABSENCE (continued)

- 1 h. Periods of leave under this regulation, either paid or unpaid, shall not
2 be considered to be a break in the service of the employee, except that
3 days of absence may cause a break in progress toward tenure.
4
- 5 i. An employee receiving benefits under the provision of this regulation
6 may not leave the state of California without the authorization of the
7 Board of Education.
8
- 9 j. During all paid leaves of absence the employee must endorse benefit
10 checks received under state workers' compensation laws to the
11 District. The District will issue to the employee appropriate warrants
12 and payments of wages or salary and shall deduct normal retirement
13 and other authorized deductions. If combined payments under this
14 regulation total less than the normal full salary, as in the case of an
15 employee on statutory leave, the employee is not required to endorse
16 to the District benefit checks received under workers' compensation
17 laws. For income tax purposes, the District will notify employees of
18 the amount of disability income paid to the employee for the year.
19

20 8. **Maternity Leave.** A leave of absence for maternity shall be granted
21 for the period of time that the employee is physically unable to perform
22 the duties required of her position as certified by her personal physician and
23 approved by the district physician. Maternity leave is charged to sick leave
24 balances; if current, accumulated, and statutory sick leave benefits are
25 exhausted within the period of physical disability, the remaining time
26 that the employee continues on maternity leave shall be in a leave-without-
27 pay status. Additional leave without pay may be granted prior to or following
28 the period of physical disability.
29

30 The employee shall notify the appropriate manager of her pregnancy and
31 furnish a doctor's statement which indicates the estimated date of
32 confinement and certifies that the employee's condition permits continued
33 performance of all duties related to her regular assignment. In the event that
34 the employee appears to be unable to continue to perform all duties related to
35 her regular assignment at any time prior to the defined period of disability,
36 the immediate manager may request a review by the district physician of the
37 period of disability.
38

39 The usual period of confinement following the birth of a child is considered
40 to be six (6) weeks. If the employee's condition varies from the usual in that
41 she is able to resume performance of all duties related to her regular
42 assignment at an earlier date (or if it is necessary to extend the leave beyond
43 six (6) weeks), the employee shall present the appropriate manager with a
44 statement from her attending physician which describes her condition and the
45 estimated length of absence. The employee must obtain and furnish
46 appropriate forms from her physician, and deliver them completed by the

ARTICLE VII - LEAVES OF ABSENCE (continued)

1 physician, to her principal or other manager. At least three (3) weeks prior to
2 the estimated date of return to active employment, the employee shall notify
3 the appropriate manager. When the employee is cleared by her personal
4 physician to return to work, she shall submit the required health form to the
5 district physician for review.
6

7 9. **Adoption of a Child.** The District shall grant a leave of absence for the
8 purpose of adopting a child under the age of six (6) years except in the case of
9 a special needs child, the age of the child shall not be a consideration.
10

11 a. Adoption leave is charged to sick leave balances; if current
12 accumulated, and statutory sick leave benefits are exhausted in the
13 course of this leave, the remaining time that the employee continues
14 on leave shall be in a leave-without-pay status.
15

16 b. The maximum length of an adoption leave shall be six (6) weeks in
17 length.
18

19 c. In advance of the adoption, the employee shall notify the appropriate
20 manager of the anticipated beginning and ending dates of the absence.
21

22 d. Following the adoption the employee shall provide to the appropriate
23 manager written verification of significant dates in the adoption
24 process.
25

26 10. **Judicial Leave.** A paid leave of absence shall be granted to an employee
27 required to render jury service. If an employee is summoned to appear for
28 jury duty during his/her work year, the employee shall, upon verification of
29 service, be compensated. In the interests of supporting continuity of
30 instruction, both the Association and the District encourage employees to
31 postpone jury duty to a time outside of their work year. If an employee
32 receives such a postponement, the District, upon receipt of verification, shall
33 compensate the employee at a rate of \$75 per day for jury duty served outside
34 of the employee's work year.
35

36 Paid leave shall be granted to an employee required to appear as a witness in
37 a court in a manner prescribed by law, except when required to appear as a
38 litigant, for reasons brought about through connivance or misconduct of the
39 employee, or as a result of current employment outside the Long Beach
40 Unified School District.
41

42 The employee shall submit a written request for an approved leave of absence
43 as soon as practical after her/his knowledge of such required service.
44

45 Employees who are released from appearance in court as witnesses, jurors, or
46

ARTICLE VII - LEAVES OF ABSENCE (continued)

1 following appearance to explain financial hardship shall report for the
2 balance of the workday, allowing for reasonable travel time.

3
4 11. **Educational Meeting Leave.** Upon application and approval by the
5 appropriate manager, an employee may be granted leave of absence with pay
6 to attend a meeting directly related to the employee's job responsibilities.

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

14
15 a. The applicant who requests sabbatical leave for study must submit a
16 program of study which includes a full academic load as defined by
17 the institution of residence but not less than nine (9) graduate
18 semester units or twelve (12) undergraduate semester units. Within
19 sixty (60) days after returning to duty, the employee must submit a
20 transcript of work completed and grades earned.

21
22 b. The applicant who requests a sabbatical leave to travel must submit a
23 detailed statement of a proposed itinerary in one or more foreign
24 countries or travel within the United States. Travel must be related to
25 the school work of the employee on sabbatical leave who shall submit
26 a brief summary of his/her experience.

27
28 c. An applicant who requests sabbatical leave shall agree in writing to
29 render a period of service in the employ of the governing board of the
30 District following his/her return from the leave of absence which is
31 equal to twice the period of the leave.

32
33 d. Compensation shall be paid to an employee while he or she is on
34 sabbatical leave upon the furnishing by the employee of a suitable
35 bond indemnifying the governing board of the District against loss in
36 the event the employee fails to render the agreed upon service
37 following the return of the employee.

38
39 e. No sabbatical leave shall be granted until the Assistant
40 Superintendent, Human Resource Services, is satisfied that a suitable
41 provision can be made for carrying on the applicant's work during
42 his/her absence.

43
44 f. The District shall provide for sabbatical leaves not to exceed one-
45 quarter (1/4) of one (1) percent of the total number of bargaining unit
46 members per year. The District may provide for sabbatical leaves not

ARTICLE VII - LEAVES OF ABSENCE (continued)

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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) by an employee or employer, without changing the employee’s classification of employment.
2. An “opening” is a position which the District intends to fill. A position currently filled by a temporary contract teacher who will have worked at least seventy-five (75) percent of the school year will not be considered an “opening.”
3. The Association and the District agree that employees are encouraged to serve in a variety of work locations. goal of the parties is that staffing changes be made through employee initiated requests whenever possible.
4. Any employee may initiate a transfer request. Employees whose regular assignments involve travel between two (2) or more District work sites shall be assigned to schedules by the District following opportunity for advisory input as to employee preferences. These employees may request a transfer for all or a part of their assignment.

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

B. EMPLOYEE INITIATED TRANSFER REQUESTS:

1. To facilitate the staffing process, employees are expected to make known their leave, resignation, or retirement requests by March 1. Employees returning from leave shall be assigned in the order their notification of return is received in writing by Human Resource Services.
2. Lists of known openings for the next school year will be posted in each school no later than March 15. The lists shall include (a) the District elementary or secondary school; (b) grade level or subject matter; (c) track or schedule for year-round assignments; (d) other pertinent credential/special certification and/or job description information. TALB shall be sent a copy of each list.

ARTICLE VIII – TRANSFERS (continued)

1 3. On or before March 31, teachers, nurses, and librarians may submit requests
2 for transfer indicating each position for which they are credentialed and
3 which they would be willing to accept, whether or not that position appears as
4 an opening on the mid-March posting. Such transfer requests shall be made
5 on the appropriate District form. If qualified, those who submit requests will
6 be considered for all applicable positions as they become available through
7 the end of the first seven (7) student days of the following traditional school
8 year; however, such requests will not be controlling (see Section D. for
9 factors to be considered).

10
11 Teachers transferring within the same fiscal year from a year-round
12 assignment to a traditional assignment shall be expected, through election for
13 additional service, to work the total number of days remaining in the
14 traditional calendar.

15
16 Teachers transferring from schools on traditional calendars to schools on
17 year-round calendars shall be provided the opportunity to work additional
18 days during their first year of service in the year-round school to assure they
19 earn a full year of State Teachers Retirement System/Public Employees
20 Retirement System service credit. Teachers in year-round schools who
21 change tracks and need to work additional days to assure a full year of state
22 Teachers Retirement System/Public Employees Retirement System service
23 credit shall be provided the same opportunity.

24
25 4. Additional openings will be acted upon as they occur throughout the spring
26 and summer, up to the end of the first seven (7) days of the following
27 traditional school year. The District Transfer and Assignment Committee
28 will continue to monitor all of these openings until all openings are filled.
29 Updates of current openings will be sent to TALB in April, May, June, and
30 July for information purposes only.

31
32 5. In addition to 2. above, a list of known secondary vacancies for the spring
33 semester, will be posted in mid-December. Employees requesting transfer for
34 the spring semester must indicate their preferences for specific posted
35 openings.

36
37 6. As schools convert to year-round calendars, those employees who would
38 prefer the traditional school schedule are encouraged to submit requests to
39 transfer to schools which have not yet converted to year-round. Such
40 requests will receive priority consideration during the transfer and assignment
41 process.

42
43 **C. EMPLOYER INITIATED TRANSFER REQUESTS:**

44
45 1. Changes in staffing other than those made under Section B. above shall be
46 made whenever the District determines that there is a need (a) to reduce staff

ARTICLE VIII – TRANSFERS (continued)

1 because of enrollment loss or discontinuance of a program, grade level, or
2 school closure; (b) to balance a school staff in terms of gender, ethnicity,
3 teaching experience, bilingual needs, magnet programs and/or co-curricular
4 needs. (See Section D. for factors to be considered.) In addition, employer
5 initiated transfers may be made for other factors confidential to the employee
6 and Human Resource Services.

7
8 2. When the manager determines the factors related to an employer initiated
9 transfer necessitated by school, segment, or department enrollment loss,
10 he/she shall ask for a qualified volunteer. In the event that no one volunteers,
11 the manager shall select for transfer the temporary contract employee in the
12 school, segment, or department with the least districtwide seniority. If there
13 are no temporary contract employees in the school, segment, or department,
14 the manager shall select the probationary employee who has the least
15 districtwide seniority as a certificated employee. If there are no probationary
16 employees in the school, segment, or department, the manager shall select the
17 tenured employee who has the least districtwide seniority as a certificated
18 employee.

19
20 Temporary contract, probationary, and tenured employees may be exempted
21 from employer initiated transfer if the change would adversely affect any of
22 the following: (a) compliance with state and federal requirements; (b)
23 balance of numbers of males and females on faculty/department staff; (c)
24 balance of ethnic minority personnel on staff; (d) ability of the school to
25 continue to staff quality curricular and co-curricular programs.

26
27 3. Normally by June 1, a manager will hold a conference with an employee who
28 is to be transferred at employer request to discuss the reasons for the change.
29 Upon request, the employee may have an Association staff or site
30 representative present at the conference. The displaced employee shall be
31 given priority consideration and the employee will have the opportunity to
32 submit a transfer request indicating positions for which he/she is
33 appropriately credentialed.

34
35 4. Notwithstanding the provisions in C.2. above, employees shall not be subject
36 to transfers at employer request if they are fifty-nine (59) years of age or
37 older, have been transferred at employer request within the previous three (3)
38 years, or have volunteered in writing for transfer to their principal and were
39 transferred in lieu of transfer at employer request.

40
41 5. An employee who has received an employer initiated transfer and who was
42 not placed in a position he/she requested shall be given priority consideration
43 for placement in the subsequent year.

44
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46

ARTICLE VIII – TRANSFERS (continued)

1 D. **FACTORS IN DETERMINING TRANSFERS:**

2
3 One or more of the following factors shall be used in determining transfers initiated
4 by employees or by the administration: (1) credential(s); (2) compliance with state
5 and federal requirements; (3) departmental major and minor fields of study; (4)
6 department, grade level, or team teaching responsibility in the affected schools; (5)
7 staffing needs of the schools (gender, ethnicity, teaching experience); (6) special
8 skills in areas which are adjunct to regular duties; (7) recommendation of site
9 interview team. When the above factors are substantially comparable, seniority in
10 the District as a certificated employee will determine transfers; except that, in cases
11 of equivalent seniority in the District, additional consideration will be given to the
12 employee's length of service at the present school site.
13

14 As provided in D.(7) above, site interview teams, comprised of a majority of unit
15 members, may provide recommendations for consideration by the District Transfer
16 and Assignment Committee(s). Such recommendations will be based upon
17 interviews conducted with individuals who have submitted a request by March 31 to
18 transfer to that site. Sites are under no obligation to interview; however, if interviews
19 are held, all individuals who requested a transfer to that position will be given the
20 opportunity to participate in the interview process. Schools which choose to conduct
21 site interviews will so indicate on the lists of openings which will be posted in mid-
22 March, April, May, June, and July.
23

24 E. **MISCELLANEOUS PROVISIONS:**

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

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ARTICLE IX

Safety Conditions of Employment

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

ARTICLE IX – SAFETY CONDITIONS OF EMPLOYMENT (continued)

1 same degree of physical control over a pupil that a parent would be legally
2 privileged to exercise but which in no event shall exceed the amount of
3 physical control reasonably necessary to maintain order, protect property,
4 protect the health and safety of pupils and employees, or to maintain proper
5 and appropriate conditions conducive to learning.

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

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

19
20 An employee who files a written report of injury or assault may either send a
21 copy of the report to TALB or, upon request, the District will forward a copy
22 to TALB.

23
24 H. The District agrees to meet the requirements of Education Code, Section 35208
25 relative to liability insurance and to communicate to employees on the subject within
26 the first four (4) weeks of each work year.

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

33
34 1. The District shall provide for the reimbursement to employees for the loss or
35 destruction, or damage by arson, burglary or vandalism of personal property
36 used in the schools of the District, as follows:

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

44
45 b. When granted, such approval and agreed-upon value shall be in
46 writing.

ARTICLE IX – SAFETY CONDITIONS OF EMPLOYMENT (continued)

- 1 c. Reimbursement for non-insured value shall be limited to a maximum
2 of \$200 per employee per year.
3
- 4 d. It is the employee’s responsibility to provide reasonable precautions and
5 security for the approved item(s).
6
- 7 2. The District shall provide for the reimbursement of any employee’s watch
8 and other jewelry that was damaged or destroyed as a result of an assault or
9 intervention in a fight while acting within the scope of employment.
10 Reimbursement will be limited to a maximum of \$200.
11
- 12 J. Written District guidance and discipline codes and due process provisions normally
13 will be distributed to and/or reviewed with employees at the first staff meeting of the
14 school year but no later than the end of the fourth week of the school year.
15 Employees shall be responsible for being familiar with these provisions, including
16 the appropriate application of due process for students.
17
- 18 K. When the site administrator has been officially notified that the court has authorized
19 the release of information and such release of information does not violate the legal
20 rights of the individual student, the teacher shall be informed of any student placed in
21 his/her class who has been convicted of a violent crime. The teacher is responsible
22 for maintaining such information in strict confidence.
23
- 24 L. The District agrees to make available to employees information on the specific
25 statutory provisions referred to in this Article.
26
- 27 M. Affected teachers shall be notified of extensive non-routine maintenance projects to
28 be conducted at the school site. It is the intent of the parties that these projects will
29 be scheduled to be as non-intrusive on the instructional program as is practical.
30
- 31 N. It is not the intent of the District to require any non-medical unit member to perform
32 specialized health care services; e.g., tracheotomy care, catheterization, insulin
33 injections. If the District contemplates a change with respect to this issue, the
34 District and Association shall meet and negotiate the conditions under which such
35 services shall be performed.
36
- 37 O. With the exception of temporary malfunctions, all existing classrooms will have a
38 working intraschool phone or intercom. New classrooms will have intraschool
39 phones or intercoms installed as quickly as possible but no later than twelve (12)
40 months after the classroom is utilized for instruction. During the period when no
41 phone or intercom has been installed, classroom teachers shall be provided with cell
42 phones within a reasonable time.
43
- 44 In those situations in which students are instructed in non-traditional interior areas,
45 the teacher will have access to some type of device to ensure emergency
46 communication with the school office.

ARTICLE IX – SAFETY CONDITIONS OF EMPLOYMENT (continued)

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

The above is contingent upon all of the following:

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

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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 (20*)
Grades 1-3	30 (20*)
Grades 4-5	35
Combinations K-3	28 (20*)
Combinations 4-5	33
<u>Middle School</u>	
Grade 6 Core Classes	35
English	35
Science, Mathematics, Social Studies	37
Typing	42
Regular Physical Education	54
Music	54
All others	39
<u>High School</u>	
English (Drama and Journalism excepted)	35
Foreign Languages, Laboratory Science, Mathematics, and Social Studies	37
Typing	42
Regular Physical Education	54
Music	54
All others	39

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

*Contingent upon continuation of additional state funding to support the class size reduction initiative, the District and the Teachers Association remain committed to implementation of the initiative kindergarten, grade 1, grade 2, and grade 3. If classroom housing constraints are resolved and additional continuing State and Federal funds are provided for expansion of class size reduction, the District and the Teachers Association shall work collaboratively to implement this initiative at other grade levels. If funding is provided which is not restricted to class size reduction at specific grade levels other than grades 4 and 5, the District and the Teachers

ARTICLE X - CLASS SIZE AND STAFFING RATIOS (continued)

1 Association are committed to implementation of class size reduction in grade 4 first,
2 grade 5 next, and grades 6-12 as funding permits.

3
4 B. Within a reasonable period of time following assignment, each student will have a
5 work station which is appropriate to the subject being taught.

6
7 C. If at any time during the school year a class is in excess of the class size maximums,
8 it is the intent of the District that a return to maximum will be achieved at the earliest
9 possible date but no later than twenty (20) school days after the date the class
10 enrollment exceeds the contractual maximum. Before any student is assigned to a
11 class in excess of the maximum class size, a manager shall review the assignment
12 with the affected teacher. At the request of the teacher, when class enrollment has
13 exceeded the contractual maximum for ten (10) or more school days, the manager
14 and teacher will meet to review the status of the over maximum situation. The
15 teacher may request TALB representation at the above described meetings.

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

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

23
24 F. The special education special day class average for the District (exclusive of adapted
25 physical education) will be a maximum of twelve (12). No special day class shall
26 exceed a per class maximum of eighteen (18) pupils.

27
28 G. The following provisions shall apply in determining staffing ratios of nurses and
29 librarians.

30
31 1. The District shall determine the level of nurse and librarian service at each
32 school/program site.

33
34 2. Nurse and librarian time provided with categorical program funds shall be in
35 addition to the District-provided general allocation.

36
37 3. When the levels of service and numbers of nurses and librarians have been
38 determined, the manager in charge of each service shall develop the schedule
39 for providing service to schools/programs.

40
41 4. Factors to be used in determining the scheduling and staffing ratios shall be
42 as follows:

43
44 a. Number of staff budgeted and available for service;

45
46 b. Number of staff days available for District-funded service;

ARTICLE X - CLASS SIZE AND STAFFING RATIOS (continued)

- 1 c. Number of schools/students to be served;
2
3 d. Geographical location of assignments for an individual;
4
5 e. Number of elementary and secondary schools to be served by an
6 individual;
7
8 f. Other factors deemed pertinent by the manager.
9
- 10 5. Prior to the beginning of the school year, the managers shall confer with a
11 representative group (nurses/librarians) in the process of scheduling equitable
12 staffing ratios. The Association shall be advised of the meeting date with the
13 nurse/librarian group and shall have the right to have an Association
14 representative present at the meeting. The scheduling decisions of the
15 manager shall be final.
16
- 17 6. Problems relating to employee's abilities to achieve expected levels of service
18 shall be referred by the individual employee to the appropriate site or District
19 level manager. Where necessary, reassessment of job description priorities
20 may be in order so that optimum service can be provided.
21
- 22 7. The District will allocate to Special Education an amount equal to one-third
23 (1/3) of the Medi-Cal reimbursement received by the District during the
24 previous fiscal year. Such allocation will be used exclusively to provide
25 additional clerical assistance for school nurses. The distribution of such
26 assistance will be determined through a process similar to that described in
27 Section G.5. above.
28
- 29 H. The District shall provide nurses with written information concerning automobile and
30 insurance factors related to their job descriptions.
31
- 32 I. The maximum class size for Library Service classes in high schools shall be five (5)
33 students per class period and in middle schools three (3) students per class period,
34 unless exceptions are mutually agreed upon by the librarian and site manager.
35
- 36 J. In accordance with Education Code, Section 56363.3, the districtwide average
37 caseload for speech/language specialist teachers shall not exceed fifty-five (55).
38
- 39 K. In the event a Regional Occupational Program class fails to maintain a minimum of
40 twenty-five (25), the class may be dissolved and the teacher on special contract shall
41 be released from this specific class assignment. Classes which have maximum
42 enrollments as mandated by the state which are fewer than twenty-five (25) are
43 exempted from this minimum. If enrollment in these classes falls below ninety (90)
44
45 percent of this state mandated enrollment, the class may be dissolved and the
46 teacher on special contract shall be released from this assignment.

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ARTICLE XI

Peer Assistance and Review Program for Teachers

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

B. **DEFINITIONS OF TERMS:**

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

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

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

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

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

10
11 3. **Determination of Unsatisfactory Rating.** If an alternative rating system is
12 employed on a pilot basis, the Association and the District shall agree prior to
13 implementation what rating is equivalent to unsatisfactory if, in fact, the term
14 “unsatisfactory” is not used in the pilot rating system.

15
16 4. **Peer Assistance and Review Panel.** The Peer Assistance and Review Panel
17 shall be comprised of nine (9) members, the majority of whom shall be
18 teachers. Five (5) teacher members shall be appointed by the Board of
19 Directors of the Teachers Association. Four (4) members shall be
20 administrators selected by the Long Beach Unified School District.

21
22 5. **Referred Participating Teacher.** A Referred Participating Teacher is a
23 teacher who has achieved permanent status and who, as a result of either an
24 interim or a final evaluation in which one or more ratings of unsatisfactory
25 have been earned, demonstrates a need for assistance to improve his/her
26 instructional skills and techniques, mastery of content, lesson organization
27 and presentation, adherence to curricular objectives and standards,
28 assessment of student progress toward established standards, suitable learning
29 environment and classroom management.

30
31 A teacher with permanent status who is not initially assigned to the Peer
32 Assistance and Review Program and who receives an unsatisfactory
33 evaluation in the course of the prescribed evaluation process may, with the
34 recommendation of the supervising administrator and the approval of the
35 PAR Panel, be assigned immediately to the Peer Assistance and Review
36 Program and be designated as a Referred Participating Teacher. Assignment
37 shall occur in a timely manner following the teacher's receipt of the
38 unsatisfactory evaluation. Teachers assigned to the Program as the result of
39 an ongoing evaluation shall participate in the Peer Assistance and Review
40 Program for the remainder of the year in which the initial assignment
41 occurred and for the entire subsequent school year.

42
43 A Referred Participating Teacher shall participate in both the peer assistance
44 and peer review components of this program.

45
46

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

28
29 **C. PEER ASSISTANCE AND REVIEW PANEL – ORGANIZATION AND**
30 **RESPONSIBILITIES:**
31

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

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

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

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

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

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

17 **D. PARTICIPATING TEACHERS:**

18

19 **1. Referred Participating Teachers:**

20

- 21 a. A Referred Participating Teacher is a teacher with permanent status
- 22 who as a result of one or more unsatisfactory ratings on his/her
- 23 interim or final evaluation is referred to the Peer Assistance and
- 24 Review Panel for assistance and support. This assistance and support
- 25 shall be designed to strengthen the Referred Participating Teacher's
- 26 instructional skills, classroom management, knowledge of subject
- 27 matter, and other aspects of his/her teaching performance identified
- 28 and approved by the Peer Assistance and Review Panel.
- 29
- 30 b. The Peer Assistance and Review Panel shall assign Consulting
- 31 Teacher(s) to Referred Participating Teachers. Additional Consulting
- 32 Teachers may be assigned by the Peer Assistance and Review Panel
- 33 at any time the panel determines a need for additional support exists.
- 34
- 35 c. Notwithstanding Article VIII of this contract, Referred Participating
- 36 Teachers shall not be eligible for voluntary transfer or voluntary
- 37 reassignment while they remain in the program.
- 38

39 **2. Volunteer Participating Teachers:**

40

- 41 a. A Volunteer Participating Teacher is a teacher with permanent status
- 42 whose most recent interim or final evaluation is satisfactory and who
- 43 volunteers to participate in the Peer Assistance and Review Program.
- 44
- 45 The Volunteer Participating Teacher shall be provided with peer
- 46 assistance in those areas which are mutually agreed to by the site

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

4
5 b. A Volunteer Participating Teacher may select his/her Consulting
6 Teacher from a list of available Consulting Teachers provided by the
7 Peer Assistance and Review Panel. Any changes in Consulting
8 Teacher assignments after initial choices have been made and
9 approved need to be approved by the Peer Assistance and Review
10 Panel.

11
12 c. Volunteer Participating Teachers shall be involved only in the
13 assistance component of this program. Evaluation shall be carried out
14 by the supervising administrator.

15
16 3. **Beginning Participating Teachers:**

17
18 a. The New Teacher Project shall be the primary provider of assistance
19 and support to Beginning Participating Teachers who possess either a
20 preliminary or intern credential, a pre-intern certificate, or an
21 emergency permit.

22
23 b. The Assistant Director of Professional Development in collaboration
24 with the New Teacher Project Coordinator may request from the Peer
25 Assistance and Review Panel additional help and support for
26 Beginning Participating Teachers from Consulting Teachers. This
27 help and assistance may be individual support, staff development
28 presentations, or other activities which contribute to the professional
29 growth of Beginning Participating Teachers.

30
31 c. Beginning Participating Teachers will only be involved with the peer
32 assistance component of this program. Evaluation shall be carried out
33 by the supervising administrator.

34
35 E. **CONSULTING TEACHERS:**

36
37 1. A Consulting Teacher is a teacher who provides assistance to a Participating
38 Teacher pursuant to the Peer Assistance and Review Program. The following
39 qualifications are required of candidates making application for this position:

40
41 a. The Consulting Teacher shall be a credentialed teacher who has
42 attained permanent status.

43
44 b. The Consulting Teacher shall have substantial recent experience in
45 classroom instruction.

46

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Consulting Teachers shall be provided release time for all activities conducted during the school day related to Peer Assistance and Review. Peer Assistance and Review Consulting Teachers shall receive an annual stipend. This stipend shall not be counted as salary or wages for employer contributions or employee benefits under the State Teachers Retirement System/Public Employees Retirement System.
2. The stipend shall be paid at the calendar quarter. Federal and State income taxes will be deducted from each stipend payment as required by law.
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 outside the school day shall be one hundred twenty (120).

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.

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

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

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

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

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

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

F. **CONSTRAINTS.** When the total length of teaching experience, the length of duty at one site, the length of time in the assignment, or other factor is considered to be a constraint by the evaluator or the evaluatee, it may be so noted on the appropriate form. Employees, who due to the room utilization patterns on a year-round school

ARTICLE XIII - EVALUATION PROCEDURE (continued)

1 schedule are limited in their ability to prepare the classroom prior to the arrival of
2 students, are deemed to be working within constraints related to room environment
3 and classroom management for a brief period of time at the beginning of each on-
4 track assignment.
5

6 **G. OBSERVATIONS.** Observations shall be both formal and informal. The number
7 of formal observations shall routinely be three (3). With agreement of both evaluatee
8 and evaluator the number may be reduced to two (2) or one (1) in cases of obviously
9 satisfactory performance by tenured employees. Additional observations shall be
10 conducted when deemed necessary by either the evaluatee or evaluator.
11

12 1. An observation shall be based upon one (1) or more of the following
13 components: District goals and objectives, individual school/office goals and
14 objectives, individual employee goals and objectives and performance
15 assessment criteria.
16

17 2. Each formal observation will be followed by a conference which will take
18 place within five (5) working days.
19

20 3. Formal observations will be summarized on an observation form with a copy
21 given to the evaluatee within ten (10) working days after the observation.
22

23 4. Except by mutual agreement, formal observations shall not begin until after
24 goals and objectives have been agreed upon. In the event that goals and
25 objectives have not been agreed to, formal observations may begin following
26 the seventh week of the school year.
27

28 5. In the event of a less-than-satisfactory observation lesson analysis, the
29 evaluatee may request an additional formal observation conducted jointly by
30 the evaluator and another manager selected by the evaluator. The second
31 manager will be credentialed/certified in the credential/subject/special
32 services area of the evaluatee's assignment. The subsequent conference and
33 lesson analysis shall be conducted/developed by both managers.
34

35 **H. EVALUATION.** An evaluation shall be reduced to writing and transmitted to the
36 employee no later than thirty (30) calendar days prior to the last school day for K-12
37 students as identified on the appropriate traditional or year-round school calendar.
38 The evaluator will hold a conference to review the written evaluation with the
39 employee at the time of the transmittal of the written evaluation. The evaluatee shall
40 sign the evaluation form signifying that he/she has read the form and shall be
41 provided the opportunity to prepare a written response which shall become a part of
42 the employee's permanent record. There shall be only one (1) final evaluation form
43 per year which shall become part of an employee's permanent file. This form may be
44 supported by documentation deemed appropriate by the site manager.
45
46

ARTICLE XIII - EVALUATION PROCEDURE (continued)

1 I. **IMPROVEMENT OF LESS THAN SATISFACTORY PERFORMANCE.** No
2 assessment of "unsatisfactory" or "needs to improve" shall be introduced on an
3 evaluatee's evaluation form which has not been first formally called to his/her
4 attention in a written report. Time shall be allowed, when practicable, from the date
5 of the written report where the deficiency is first noted and the date of the next
6 evaluation when the deficiency is formally cited to allow for correction of said
7 deficiencies. Upon formally citing a condition(s) of less-than-satisfactory
8 performance, the evaluator shall thereafter confer with the evaluatee and during the
9 conference make specific recommendations as to areas of improvement in the
10 evaluatee's performance. In the case of instructional deficiencies, the evaluator will
11 offer direct assistance and/or additional resources as the evaluator deems appropriate
12 to implement the specific recommendations.
13

14 Nothing in this Section shall be interpreted as limiting the ability of the District to
15 take immediate action in the case of an extremely serious or egregious circumstance
16 as identified in Education Code, Section 44932.
17

18 J. **PERSONNEL FILE.** Each employee shall have the right, by appointment, to
19 review the contents of his/her personnel file. Such appointment will normally be
20 scheduled within ten (10) working days of the request, except that during unusually
21 concentrated work periods, it may be postponed with the approval of the Assistant
22 Superintendent, Human Resource Services. A representative of the Association at
23 the teacher's request may accompany the teacher in this review. Such review by the
24 employee shall be permitted twice per year before or at the end of the duty day when
25 instructional duties have been completed.
26

27 Negative or derogatory materials will be processed in accordance with Education
28 Code, Section 44031, which states that information of a derogatory nature shall not
29 be entered or filed unless and until the employee is given notice and an opportunity
30 to review and comment thereon. An employee shall have the right to enter, and have
31 attached to any such derogatory statement, his own comments thereon.
32

33 K. **GRIEVABILITY.** Any grievance arising out of the foregoing procedures shall be
34 limited to a claim that the procedure has been violated.
35

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

Grievance Procedure

A. DEFINITION:

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

B. INFORMAL LEVEL:

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

C. FORMAL LEVEL – STEP 1:

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

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

ARTICLE XIII - GRIEVANCE PROCEDURE (continued)

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

4 **D. FORMAL LEVEL – STEP 2:**
5

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

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

22 **E. FORMAL LEVEL – STEP 3:**
23

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

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

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

43 **F. FORMAL LEVEL – STEP 4, BINDING ARBITRATION:**
44

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

ARTICLE XIII - GRIEVANCE PROCEDURE (continued)

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

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

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

22 2. **Powers of the Arbitrator:**
23

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

ARTICLE XIII - GRIEVANCE PROCEDURE (continued)

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- e. The decision of the arbitrator shall be submitted to the Association and the Director of Employee Relations Services, and shall be binding upon the parties.
- 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.

ARTICLE XIII - GRIEVANCE PROCEDURE (continued)

1 G. MISCELLANEOUS PROVISIONS:
2

3 1. **Right to Representation.** The District and the Association recognize the
4 right of the employee to present grievances without involvement of the
5 Association and the right of the Association to represent the employee who
6 so requests it. Both the grievant and the respondent reserve the right to
7 have representation at each of the steps.
8

9 2. **Time Limits.** The District and the Association agree that time limits in this
10 Article may be extended by mutual consent. If the respondent at any step
11 fails to meet the deadline for a response, the grievance may be appealed to
12 the next higher step. Failure of the grievant to request an extension or to
13 meet time limits shall render the grievance null and void.
14

15 3. **Conferences.** Upon request of either a grievant or a respondent, a
16 conference shall be arranged for discussion of a grievance.
17

18 4. **Released Time:**
19

20 a. An employee with a grievance shall be granted reasonable released
21 time to process the grievance.
22

23 b. The Association may, upon request of the grievant, have released time
24 for an authorized representative to participate in a grievance
25 conference.
26

27 c. The Association shall designate in writing to Employee Relations
28 Services the names of unit members who are authorized as
29 grievance representatives prior to the District's approval of released
30 time.
31

32 d. Except for the informal conference, an employee must request
33 approval from the site manager at least twenty-four (24) hours prior
34 to being released from duties to participate as a grievant or
35 representative in a grievance conference.
36

37 e. Released time shall be limited to one Association representative per
38 grievance conference.
39

40 f. Released time for processing grievances at the site level shall be at
41 times that do not disrupt direct service to students.
42

43 5. **Bypass to Appropriate District-Level Manager.** If the Association and
44 Employee Relations Services agree, and where the site manager would not
45 be the appropriate respondent, Level 1 of the grievance procedure may be
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ARTICLE XIII - GRIEVANCE PROCEDURE (continued)

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

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

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ARTICLE XIV

Concerted Activities

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

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ARTICLE XV

Effect of Agreement

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

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

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

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

2. **Requests for Contractual Waiver:**

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

ARTICLE XV - EFFECT OF AGREEMENT (continued)

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- b. Waiver requests will contain such other information as may be required by the Educational Mission: Innovation Advancement Committee (e.g., purpose, duration, effect, etc.). Any request which deals with curricular matters will include information regarding review through the District curriculum process.
- c. To be recommended to the Superintendent for presentation to the Board of Education the waiver request must receive the vote of at least six (6) of the eight (8) committee members.

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

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

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ARTICLE XVI

Savings Clause

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

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

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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. EFFECT

This Agreement shall become effective upon ratification and shall continue in effect to and including August 31, 2008. Except as provided in Section B. of this Article, there shall be no reopeners unless mutually agreed upon by the District and the Association.

B. REOPENERS

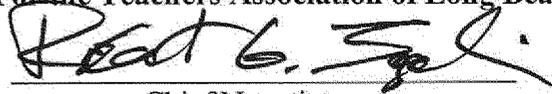
The Association or the District may reopen this Agreement for negotiation of the following article(s) upon written request no earlier than June 1, 2007 nor later than September 30, 2007:

1. Salaries:
2. Up to three (3) contract Articles each.

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AGREED AND RATIFIED

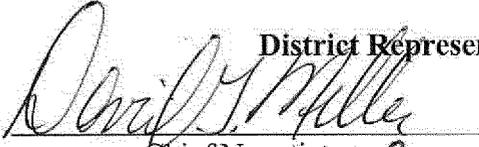
For the Teachers Association of Long Beach Negotiating Team:



Chief Negotiator

6/13/07
Date

District Representative:

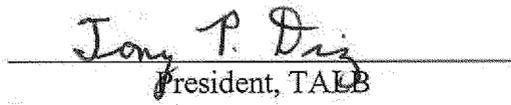


Chief Negotiator

June 3, 2007
Date

RATIFIED

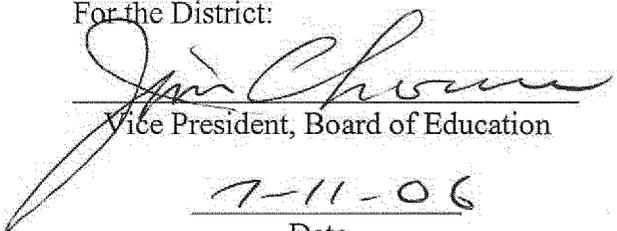
For the Association:



President, TALB

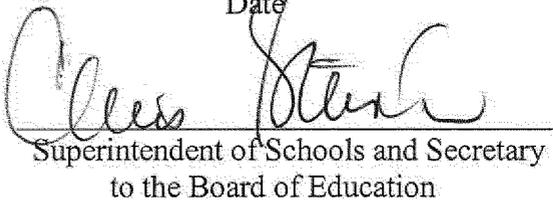
6-13-07
Date

For the District:



Vice President, Board of Education

7-11-06
Date



Superintendent of Schools and Secretary
to the Board of Education

7/11/06
Date

BARGAINING TEAM

TALB

- Robert Joplin, Negotiator
- Gina Bonetati
- Helen Cox
- Patria Daliva
- Sandra Daniels
- Michael Day
- Corrin Hickey
- Marc Hyatt
- Davina Keiser
- Sherry Keller-Vogeli
- Carmen Simbillo
- Barry Welsch
- Patsy Williams

District

- David Miller, Negotiator
- Debra Ecung
- Ruth Ashley
- Shawn Ashley
- J. M. Bowles
- Brian Cowie
- Gwen Mathews
- Julie Nyssen
- Kemba Olabisi
- Lauren Shaw
- Tim Spivey
- Kim Stallings
- Carol Willner

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APPENDIX A

Calendars

The Long Beach Unified School District and the Teachers Association of Long Beach shall collaborate in the development of both traditional and year-round (60/20 and 60/15) calendars for the years 2004-2005, 2005-2006, 2006-2007. These calendars shall be agreed to by March 31, 2003. Each unit member will receive a copy of the applicable school calendar annually.

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APPENDIX B

Salaries

Salary:

2005-06: 4% retroactive to July 1, 2005; increase longevity at 20th by \$1,500, 25th by \$1,000, and add 30th year longevity of \$2,500; increase doctorate to \$2,000.

2006-07: 6% on all salary schedules (excludes longevity) and stipends excluding BTSA, PAR, Deans, High School Small Learning Community; change the requirements for entrance into 5th column to BA+ 75+MA or MA+45 units.

2007-08: reopen salary and 3 articles each; District will pay increase, if any, in insurance premiums subject to contract language.

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

Compensation for Bilingual and Special Education Additional Assignments.

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

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

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

Department Head – Additional Amount

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

PROVISIONS FOR ADMINISTRATION OF SALARY SCHEDULES

A. REQUIREMENTS RELATIVE TO INITIAL PLACEMENT ON SALARY SCHEDULES:

1. Teaching Experience:

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

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

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

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

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

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

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

APPENDIX B – SALARIES (continued)

1 employee is hired by September 1 of the first year of employment,
2 verification must be received in Human Resource Services by
3 November 1 and salary schedule placement adjustment is retroactive
4 to the beginning of that fiscal year. If verification is received after
5 November 1, salary schedule placement adjustment will be effective
6 the following pay period.
7

8 If an employee is hired after September 1 of the first year of
9 employment, verification must be received in Human Resource
10 Services within sixty (60) days of initial date of employment and
11 salary placement adjustment is retroactive to the initial date of
12 employment.
13

14 3. **Tentative Salary Placement.** Applicants who are considered favorably are
15 asked to sign a statement relative to tentative salary placement that is
16 mutually agreeable at the time of employment. Signing the “Tentative
17 Salary Placement” form indicates that the tentative salary stated thereon is
18 mutually agreeable.
19

20 Additional official, verified salary information presented by November 1 or
21 sixty (60) calendar days after the initial date of employment which might
22 indicate a need for change will be considered. If a salary change is
23 warranted, the adjustment will be retroactive to the first day of paid service
24 in the school year in which the official, verified information is received.
25

26 4. **Salary Schedule Placement:**
27

28 a. Certificated employees who are given a contract are placed initially
29 on the salary schedule in accordance with training completed at an
30 accredited college or university before the first day of their contract
31 year. If verification is received after the first day of their contract
32 year, salary placement adjustment will be effective the following
33 pay period.
34

35 b. A teacher employed by the Long Beach Unified School District is
36 placed on a step of the salary schedule in accordance with his/her
37 experience. A teacher is advanced year by year, until reaching the
38 maximum step on the schedule, provided he/she is under contract a
39 sufficient number of days each year and qualifies for advancement.
40

41 c. **Beginning Teacher Salary Incentive Program.**
42

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

APPENDIX B – SALARIES (continued)

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

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Schedule A3

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

Schedule A4

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

Schedule B3

- Column 221, Steps A, B, C, D
- Column 222, Steps A, B, C
- Column 223, Steps A, B
- Column 224, Step A

Schedule B4

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

B. CREDIT ON THE SALARY SCHEDULE FOR ADVANCED WORK:

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

APPENDIX B – SALARIES (continued)

- 1 (5) Assignment in a qualified Vocational Educational Program
2 for not less than forty (40) percent time is required for those
3 qualifying under (3) and (4).
4
- 5 c. Equivalent to a Master’s Degree:
6 (1) Bachelor’s Degree plus a year of an approved Library School
7 Program which entails not less than twenty-eight (28) units
8 of graduate work for librarians;
9 (2) Bachelor’s Degree plus twenty-eight (28) units including a
10 P.H.N. held by nurses;
11 (3) Five (5) year (twenty-eight [28] units required) or Life
12 Vocational Arts Class A Credential;
13 (4) Standard Designated Subjects Credential with specialization
14 in Vocational Trade and Technical Teaching, full time clear;
15 (5) Ryan Designated Subject – Vocational Trade and Technical,
16 clear;
17 (6) Assignment in a qualified Vocational Education Program for
18 not less than forty (40) percent time is required for (3), (4),
19 and (5).
20
- 21 d. Equivalent to one (1) year above a Master’s Degree:
22 (1) Bachelor’s Degree plus fifty-six (56) semester hours
23 including a year of an approved Library School Program
24 which entails not less than twenty-eight (28) units of
25 graduate work for librarians;
26 (2) Bachelor’s Degree plus fifty-six (56) semester units
27 including P.H.N. for nurses;
28 (3) Five (5) year (twenty-eight [28] units required) or Life
29 Vocational Arts Class A Credential plus a Bachelor’s
30 Degree;
31 (4) Five (5) year (twenty-eight [28] units required) or Life
32 Vocational Arts Class B Credential;
33 (5) Standard Designated Subjects Credential with specialization
34 in Vocational Trade and Technical Teaching, full time Life;
35 (6) Ryan designated Subjects – Vocational Trade and Technical,
36 Life;
37 (7) Assignment in a qualified Vocational Education Program for
38 not less than forty (40) percent time is required for those
39 qualifying under (3), (4), (5), and (6).
40
- 41 e. No equivalent shall be granted for two (2) years above a Master’s
42 Degree except for a J.D. (juris doctorate) earned from an institution
43 accredited by the American Bar, that is applicable to the present
44 assignment of the employee as determined by Human Resource
45 Services.
46

APPENDIX B – SALARIES (continued)

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

APPENDIX B – SALARIES (continued)

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

10 **C. SALARY INCREMENTS:**
11

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

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

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

APPENDIX B – SALARIES (continued)

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

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

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

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

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

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

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

APPENDIX B – SALARIES (continued)

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

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

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

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

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APPENDIX C

**Memorandum of Understanding
between
The Long Beach Unified School District
and
The Teachers Association of Long Beach
regarding**

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.

For the District

For TALB

Date

Date

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APPENDIX D

**Memorandum of Understanding
Between
Long Beach Unified School District
and
The Teachers Association of Long Beach
Regarding**

National Board Certification

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

- 15
- 16 1. The District and the Association shall collaboratively support and participate in
17 recruitment of candidates for National Board Certification.
18
 - 19 2. Applicants must possess a baccalaureate degree from an accredited institution and a
20 clear credential and have at least three years of successful classroom teaching
21 experience.
22
 - 23 3. Applicants shall have three letters recommending acceptance into the pre-candidacy
24 program. At least one should be from an administrator who is familiar with the
25 applicant's teaching performance; the remaining letters of recommendation may be
26 requested from individuals chosen by the applicant who are familiar with the
27 applicant's performance in the classroom.
28
 - 29 4. Applicants must sign an agreement to participate in a pre-candidacy support program
30 which will require attendance at a minimum of two (2) meetings each month over a
31 six (6) month program. Participants will be provided release time for required
32 meetings held during the school day.
33
 - 34 5. A National Board Certification Oversight Committee shall be formed consisting of
35 three (3) classroom teachers selected by the Association and three (3) administrators.
36 Members of this committee shall select a chairperson and develop an agenda which
37 is responsive to their areas of responsibility. The responsibilities of this committee
38 shall include approval of training and assistance provided in both pre-candidacy and
39 candidacy support programs and monitoring the progress and level of commitment
40 demonstrated by program participants. At the conclusion of the pre-candidacy
41 program, the Oversight Committee shall approve or disapprove advancement of
42 participants from pre-candidacy to candidacy status.
43
 - 44 6. The initial assessment fee for National Board Certification is currently \$2,300.
45 Following approval by the Oversight Committee for National Board Certification, all
46 candidates shall apply to the California State Department of Education to participate

APPENDIX D - NATIONAL BOARD CERTIFICATION (continued)

1 in the Candidate Subsidy Program. Limited federal funding is available through this
2 program in the amount of a \$1,000 subsidy. While all candidates may not be
3 awarded this subsidy, it is the goal of both the District and the Association to
4 minimize the cost of assessment fee expense to the District by making maximum
5 utilization of available alternative resources. For participants who are advanced to
6 the District Candidacy Program for National Board Certification, the District shall
7 provide compensation for all assessment fee expenses not funded by alternative
8 resources.

9
10 7. Following approval by the Oversight Committee for National Board Certification and
11 before beginning the District Candidacy Program, participants shall sign a Statement
12 of Intent in which they agree to render two (2) years of service in the employ of the
13 District following completion of the National Board Certification process. In
14 addition, the employee shall furnish a suitable bond indemnifying the governing
15 board of the District for an amount equal to the initial assessment fee expenses
16 incurred in the event the employee were to resign from the District before this two
17 (2) year period has elapsed.

18
19 8. The candidacy program for teachers approved for participation in the National Board
20 Certification process shall be one (1) year in length. Participation may be extended
21 for a second year based on the recommendation of the Oversight Committee for
22 National Board Certification and the approval of the Assistant Superintendent,
23 Curriculum, Instruction, and Professional Development.

24
25 9. Candidates participating in the National Board of Certification process shall be
26 provided technical and pedagogical support by the District designed to prepare and
27 assist candidates working toward successful completion of required component tasks
28 within the certification process.

29
30 10. Candidates who achieve National Board Certification shall receive additional annual
31 compensation at a rate of five (5) percent of the base salary.

32
33 If teachers holding National Board Certification choose, they may serve as
34 designated master teachers under the direction of the Assistant Superintendent,
35 Curriculum, Instruction, and Professional Development. In this role teachers shall be
36 expected to provide sixty (60) hours of service outside the employee's regularly
37 assigned work year. Service shall be in one or more of the following areas:

- 38
39 a. Assistance and guidance to new teachers and/or teacher trainees.
40 b. Assistance and guidance to experienced teachers upon mutual agreement of
41 the parties.
42 c. Professional development activities.
43 d. Curriculum development.

44
45 Employees who accept designated master teacher status shall receive additional
46 compensation at a rate of an additional five (5) percent of the base salary. Such

APPENDIX D - NATIONAL BOARD CERTIFICATION (continued)

1 additional compensation shall be provided for the duration of National Board
2 Certification and shall be counted as salary or wages for employer contribution or
3 employee benefit under the State Teachers Retirement System/Public Employees
4 Retirement System. Federal and state income taxes will be deducted from additional
5 compensation as required by law.
6

7 11. The District and the Association are equally committed to Long Beach Unified
8 School District teachers' successful participation in the National Board Certification
9 process. The District and the Association also understand that in the initial
10 implementation of this program, there will inevitably be questions raised and
11 decisions which will need to be made relative to policy and practice. Both the
12 District and the Association agree that the Oversight Committee for National Board
13 Certification be charged with the responsibility of formulating responses to questions
14 and developing recommendations to the Assistant Superintendent, Curriculum,
15 Instruction, and Professional Development.
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19 Ratified 08.17.99
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APPENDIX E

**Memorandum of Understanding
Between
The Long Beach Unified School District
and
The Teachers Association of Long Beach
Regarding**

Structured Leadership Roles

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

22
23 Curriculum, Instruction, and Professional Development

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

39
40 Teachers serving in any of the structured leadership roles identified in this memorandum
41 shall be compensated according to the provisions of Schedule V in the Certificated Non-
42 Management Salary Schedules. Schedule V is provided immediately below for reference
43 purposes.
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APPENDIX E - STRUCTURED LEADERSHIP ROLES (continued)

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Schedule V
Additional Amount
Leadership Differentials

	10.20 QW		13.00 QW
	<u>School Month Basis</u>		<u>Year-Round Basis</u>
Step A	89.35		70.11
Step B	178.71		140.22
Step C	536.14		420.67

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

1. Elementary School Literacy/Step C
2. Middle/High School Literacy/Step C
3. Science/Step C
4. Foreign Language/Step C
5. Physical Education/Step C
6. Art (50 percent)/Step C
7. Music (50 percent)/Step C
8. Technology (interim appointment limited to ten (10) schools)/Step B

In addition to the eight (8) positions described above, there are also two (2) Head Teacher positions. These two (2) Head Teachers are responsible for the Science Resource Center and the Instructional Materials Workshop respectively. In addition to their regular teaching salary, teachers in these positions receive a stipend in the amount indicated in Step B in the Salary Schedule V.

Special Education Leadership Positions

The office of the Assistant Superintendent, Special Education provides a variety of leadership opportunities to teachers in this specific area. At the senior high schools and middle schools leadership roles have been performed by designated department heads. The present proposal calls for the creation of a position designated as Special Education Lead Teacher at selected elementary schools. The responsibilities of Lead Teachers are listed on the attached job description.

Lead Teacher positions shall be identified at selected schools based on the needs of the individual schools, the size of the special education staff, and the number of pupils receiving services at the school site. Selection of candidates for this position shall be a collaborative decision made by the principal and the Assistant Superintendent of Special Education.

Monitoring and assessment of individuals serving in the role of Lead Teacher shall be performed by the supervising administrator and shall be included as part of the regular evaluation process. The principal and the Assistant Superintendent of Special Education shall annually review the performance of individuals serving in Lead Teacher positions for

APPENDIX E - STRUCTURED LEADERSHIP ROLES (continued)

1 the purpose of determining whether individuals shall continue in this assignment for the
2 following year.

3
4 Employees who serve as Special Education Lead Teachers shall receive compensation
5 based on the number of pupils served at a school site and the number of teachers assigned,
6 excluding speech and language teachers. If a teacher is the only special education teacher
7 at a school site he/she shall be paid for additional service beyond his/her duty day at
8 his/her hourly rate. Authorization for additional hourly work and compensation needs to
9 be secured no less than seventy-two (72) hours before work is done.

10
11 Lead Teachers serving at sites where there are at least two (2) special education teachers
12 shall receive a quadriweekly stipend on Step A on the Leadership Differential Schedule.
13 Lead Teachers serving at school sites where there are three to four (3-4) special education
14 teachers shall receive a quadriweekly stipend at Step B on the Leadership Differential
15 Schedule. Lead Teachers serving at school sites to which five (5) or more special
16 education teachers are assigned shall receive a quadriweekly stipend according to Step C
17 on the Leadership Differential Schedule.

18
19 The Teachers Association and the Long Beach Unified School District shall jointly review
20 the success of structured leadership role assignments on an annual basis. Recommendation
21 for refinement of procedures and modifications in policy will be forwarded to the Assistant
22 Superintendent of Special Education.

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28 Ratified 11.29.99
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APPENDIX F

**Memorandum of Understanding
Between
Long Beach Unified School District
and
Teachers Association of Long Beach
Regarding**

Sick Leave Donation Program

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

20
21 **Definitions**

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

24
25 Work Day: A work day, for the purposes of this Article, is a day when designated
26 parties to the approval process are at work for all or part of the day.

27
28 Donation Day: A donation day is defined as eight (8) hours for all employees.

29
30 Pay: Pay is defined as the employee's regular daily rate excluding compensation for
31 additional hourly assignments.

32
33 Sick Leave: Sick leave available for donation is defined as the employee's accrued
34 monthly sick leave pursuant to Article VII of the Agreement. Accrued hourly sick
35 leave is excluded from any donations to the program.

36
37 Extended Sick Leave: These are additional days of sick leave which have been
38 donated by other District employees, both bargaining unit members and employees
39 who are not members of the bargaining unit, from their own accrued monthly sick
40 leave balances. These days of additional leave may be used to extend the recipient's
41 sick leave and this leave may be taken on either consecutive or non-consecutive dates.
42 The extended absence of the recipient must be due to the same illness or injury,
43 conforming to the requirements for use of statutory sick leave. Illness or injury which
44 qualifies as Workers' Compensation Leave is excluded from this program.

APPENDIX F – SICK LEAVE DONATION PROGRAM (continued)

1 Catastrophic Illness or Injury: Catastrophic illness or injury is defined as an illness or
2 injury that has been concisely identified as such by the treating physician; the medical
3 prognosis is the employee will be incapacitated for an extended period of time; and the
4 employee’s absence exceeds the individual’s accrued paid leave.
5
6

7 **Eligibility Requirements for Leave Recipients:**
8

- 9 1. A bargaining unit member is eligible for extended sick leave if
10
11 a. he/she has exhausted all of his/her accrued paid leave, which includes but is
12 not limited to sick leave;
13
14 b. he/she is suffering from a catastrophic illness or injury that is expected to
15 incapacitate him/her for an extended period of time;
16
17 c. the incapacity suffered by the employee requires him/her to take time off from
18 work beyond the number of days covered by the employee’s accrued paid
19 leave, and a financial hardship would result for the bargaining unit member.
20
21 2. The maximum number of days which a recipient may receive for the same illness shall
22 be no more than the total number of duty days in the employee’s work year.
23
24 3. Sick leave accrued by the recipient during the time he/she is on extended sick leave
25 shall be credited against the employee’s days of absence. These days are in addition
26 to the maximum number of days of extended sick leave which the recipient is entitled
27 to receive.
28
29 4. Unit members receiving remuneration under worker’s compensation provisions shall
30 not be eligible to draw extended sick leave.
31
32 5. Employees who may be eligible for disability payments under the State Teachers
33 Retirement System (STRS) or the Public Employees Retirement System (PERS) shall
34 apply for benefits at the earliest opportunity. Upon approval for receipt of STRS or
35 PERS disability payments, the unit member’s eligibility to continue to draw extended
36 sick leave shall cease.
37

38 **Guidelines for Donor Participants:**
39

- 40 1. Any member of the bargaining unit who has available monthly sick leave balances
41 may donate to an employee who is in need of extended sick leave. The required
42 minimum donation shall be one day (eight hours).
43
44 2. Employees who are not members of the bargaining unit may also donate to the
45 employee who is in need of extended sick leave, but under the provisions of this
46

APPENDIX F – SICK LEAVE DONATION PROGRAM (continued)

1 program, employees who are not members of the bargaining unit will not be eligible to
2 draw such leave.

3

4 3. If an employee wishes to contribute more than one day, he/she may donate up to a total
5 of five (5) days per year to a specific employee who has been authorized for extended
6 sick leave. Employees donating more than one (1) day must have a balance of twenty
7 (20) days of accrued monthly sick leave at the time of donation.

8

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

13

14

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

16

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

25

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

28

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

37

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

43

44 4. In the event the principal/site administrator or his/her designee receives notification the
45 *Request to Participate in Sick Leave Donation Program* form has been denied by the
46 Assistant/Deputy Superintendent, the principal/site administrator or his/her designee

APPENDIX F – SICK LEAVE DONATION PROGRAM (continued)

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

APPENDIX F – SICK LEAVE DONATION PROGRAM (continued)

1 days previously charged to statutory leave shall be charged to the sick leave donation
2 program.

3
4 9. If the total number of days which are donated to a specific employee is not used by
5 that employee, the balance of unused days shall be transferred to a designated sick
6 leave depository. Depository records will be maintained by the Director of Payroll,
7 and these records shall be available for review by TALB upon request. Days carried
8 over will be available to recipients whose requests are approved at a later date.

9
10 10. Receipt of extended sick leave benefits under this program shall delay the beginning of
11 the period of eligibility for statutory leave. The employee will become eligible for
12 statutory leave after all extended sick leave has been exhausted.

13
14 11. The maximum number of days which may be designated for an employee’s use at one
15 time shall be forty (40). If the recipient needs additional days or if the number of days
16 initially donated is less than forty (40), the principal/site administrator shall renew the
17 appeal for additional days immediately prior to the depletion of the original donation.

18
19
20 **Grievance Proceedings**

21
22 1. This provision shall supercede any obligation of the District under Education Code
23 Section 44043.5.

24
25 2. If any part of this provision is held to be unlawful, the entire provision shall be null
26 and void. TALB and the District shall meet as soon as possible to review and revise
27 the provisions.

28
29 3. The provisions of this Section and the final decisions regarding approval or
30 disapproval shall be subject to the Grievance Procedure under Article XV of the
31 Agreement.

32
33
34
35 **Evaluation of the Program**

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

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RATIFICATION OF AGREEMENT
Sick Leave Donation Program

For the District

For TALB

Date

Date

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APPENDIX G

Memorandum of Understanding Between Long Beach Unified School District and Teachers Association of Long Beach Regarding

District Internet and Electronic Mail Guidelines and Procedures for Represented Certificated Staff

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

24
25 Represented certificated employees are responsible for following generally accepted social
26 standards for use of a publicly owned and operated communication tool. Represented
27 certificated staff will maintain high standards of ethical conduct while using the system.
28 Examples of unethical, unacceptable use of District technology equipment include the
29 following:

- 30
- 31 • Sending, displaying, or accessing pornographic, abusive, obscene, or other
 - 32 objectionable language, graphics, or other media
 - 33 • Unauthorized disclosure, use, and dissemination of personal information about students
 - 34 or employees
 - 35 • “Hacking” or otherwise engaging in unlawful activities while online
 - 36 • Using obscene language
 - 37 • Harassing, insulting, or attacking others
 - 38 • Intentionally damaging computers, computer systems, data, files, information or
 - 39 computer networks
 - 40 • Violating copyright laws
 - 41 • Using or distributing another’s password
 - 42 • Trespassing in another’s folders, work, or files
 - 43 • Intentionally wasting limited resources
 - 44 • Employing the network for outside business or commercial purposes
 - 45 • Sending or receiving of unethical, illegal, immoral, inappropriate, or unacceptable
 - 46 information of any type

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

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

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

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

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

37
38 This does not preclude system administrators from maintaining and monitoring system
39 logs of user activity from within the District firewall on school district property.
40 Moreover, automated searches for files that endanger system security or integrity are
41 preformed regularly to protect all users. System administrators may take appropriate
42 action in response to detection of such files (typically removal of those files and possibly
43 suspension of the user’s accounts until the matter can be resolved).

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

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

1 will be the sole determiners of what constitutes inappropriate behavior according to local,
2 state, and federal law. The violation of any item contained in this policy may result in the
3 loss of computer access and/or other disciplinary action, as well as possible punitive action
4 as provided for by local, state, and federal law.
5

6 Security on any computer system is a high priority, especially any system that has many
7 users and/or Internet access. Represented certificated staff members shall not let others use
8 his or her account or password as he or she has a reasonable responsibility for all actions
9 related to his or her account. Certificated staff must notify school administrators
10 immediately if their password is lost or stolen or if they think someone has access to their
11 account. Represented certificated employees are to use only the network directories and
12 resources that have been assigned for their use. Unauthorized access to any other level of
13 the system, or other system resource, is strictly prohibited. Users will make no attempt to
14 bypass the District anti-virus software, firewall, filtering and safeguards. When finished
15 with a computer represented certificated employees are expected to logout where
16 appropriate.
17

18 Represented certificated employees are not allowed to install software onto the computers
19 or the computer network without a valid purchase order or other proof of District or
20 personal ownership. Legal software and/or data stored on local hard drives of District
21 computers are subject to removal with prior notification and consent of the represented
22 certificated staff member. Long Beach Unified School District shall take reasonable
23 precautions to ensure the security, integrity, or longevity of data and/or programs stored on
24 staff computers.
25

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

For the District

For TALB

Date

Date

INDEX

A

Academic Training Leave	VII-2
Accidental Loss or Damage Reimbursement	IX-2
"Act"	I-1, III-1
Additional Assignments	VI-2, B9, B11
Additional Employment	B-9
Adjunct Responsibilities	V-3
Adoption of a Child	VII-3
Advanced Professional/Academic Training Leave	VII-2
Agency Fee Provisions	IV-3
Agreement	I-1
Agreement Effective Dates	XVIII-1
Assault	IX-1
Association Business at Sites	IV-2
Association Commitment	XIV-1
Association Communications	IV-2
Association Leave	IV-6
Association President	IV-6
Association Recognition	II-2
Association Restrictions	XIV-1
Association Rights	IV-1, VI-9

B

Beginning Teacher Salary Incentive Program	B-4
Benefits, Duration	VI-7
Benefits, Health	VI-3
Bereavement Leave	VII-4
Bilingual Certification	II-1
Bilingual Stipends	B-1
Binding Agreement	I-1
Board of Education Recognized	II-1
Bulletin Boards	IV-2

C

Calendars	A-1
Camp School Teachers	VI-3
Caseload for Speech and Language Specialists	X-3
Catalina Island Employees	VI-2
Child Care Leave	VII-3
Class Size	X-1

C (continued)

Class Size Maximums	X-1, X-2
Class Size Reduction	X-1
Class Size Special Education	X-2
Classroom Telephone	IV-2, IX-3
Classroom Temperature	V-12
Committee, Health and Welfare Benefits	VI-9
Committee Representation	IV-7
Compelling Personal Reasons Leave	VII-7
Compensation	VI-1
Complaint, Parent/Guardian	XII-3
Completion of Meet and Negotiate Sessions	XVII-1
Concerted Activities	XIV-1
Conference Coverage-Secondary	V-2
Conference Periods	V-2
Conferences - Parent/Teacher	V-8
Consent to Exceed Maximums	X-2
Consultation Meetings	VI-8
Consulting Teachers (PAR)	XI-6, XI-10
Contract Waiver Requests	XV-1
Control of Students	IX-1
Court Appearance	VII-6
Curriculum Leaders	E-1
Curriculum Writing Salary	B-10

D

Damage to Personal Property	IX-2
Dangerous Situations	IX-1
Death in Family	VII-4, VII-6
Definition of Teacher	II-1
Dental Insurance	VI-5
Dental Insurance Extension	VI-8
Department Heads Salary	B-1
Disability Leave	VI-8, VII-3
Disabled Health Insurance	VI-8
Discipline Code Review	IX-3
Discipline/Control of Pupils	IX-1
Discretionary Leaves of Absence	VII-1
District Internet and Electronic Mail Guidelines and Procedures	G-1
Duration of Benefits	VI-7

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-10
Electronic Mail Guidelines	H-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	L	
Employees Included	II-1	Lead Teachers	E-1
Employment Beyond Contract	B-9	Leadership Roles	E-1
Evaluation Procedure	XII-1	Leave of Absence - Association President	IV-6
Exchange Days, Year-Round	V-12	Leave of Absence - Return	VII-1
Experience Other Than Teaching	B-3	Leaves of Absence - General	VII-1
Experience Salary Credit	B-2	Leaves of Absence - With Pay Adoption of a Child	VII-4 VII-10
F		Bereavement	VII-4
Family Death	VII-4, VII-6	Educational Meeting Leave	VII-11
Family Illness	VII-7	Holidays / Student Vacation Periods	VII-7
Family Medical Leave Act (FMLA)	VII-1, VII-3	Imminent Death	VII-4
Formal Grievance	XIII-1	Industrial Injury / Illness Leave	VII-8
Forms, Newly Developed/Revised	IV-6	Judicial Leave	VII-10
G		Maternity Leave	VII-9
Grievance Procedures	XIII-1	Personal Necessity Leave Accident	VII-6 VII-6
Guidance/Discipline Code Review	IX-3	Compelling Personal Reasons	VII-7
H		Court Appearance	VII-6
Health and Welfare Benefits	VI-3	Death in Family	VII-6
Health and Welfare Benefits Committee	VI-9	Family Illness	VII-7
Health Insurance	VI-4	Home Protection	VII-7
Health Insurance Extension	VI-8	Paternity	VII-6
Hearing Aids	VI-5	Sabbatical Leave	VII-11
Holidays	V-10, VII-7	Sick Leave	VII-4
I		Statutory Sick Leave	VII-7
Imminent Death Leave	VII-4	Leaves of Absence - Without Pay Advanced Professional / Academic Training	VII-2 VII-2 VII-2
Indemnification	IV-5	Child Care	VII-3
Industrial Injury and Illness Leave	VII-8	Disability	VII-3
Informal Grievance	XIII-1	Family Medical Leave Act	VII-3
Information Provided Association	IV-5	Jury Duty	VII-10
Information Provided of Students	IX-3	Military Service	VII-3
In-Service Projects Salary	B-10	Other Reasons	VII-3
Instructional Day	V-5		

INDEX

L (continued)

Peace Corps	VII-2
Position Leave	VII-3
Rest and Recreation	VII-3
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

V-1, V-8, X-2, B3

Life Insurance	VI-6
Lockout of Teachers	XIV-1
Loss or Damage Reimbursement	IX-2
Lunch Period	V-5

M

Mailboxes	IV-2
Maintenance of Facility	IX-1
Maternity Leave	VII-9
Medical Coverage	VI-4
Meetings	V-2
Membership Maintenance	IV-5
Membership Dues	IV-3
Meet and Negotiate Sessions	XVII-1
Mental Health Care	VI-6
Mileage	VI-3
Military Service Leave	VII-3, B-3

N

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

O

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

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-6
Payroll Errors	VI-1
Pay Warrant Adjustments	VI-2
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
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-3
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
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-10

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 - Year Round Schedule	V-9
Work Year - Facilitators	V-9
Workday - Elementary	V-1
Workday - Secondary	V-1
Workday - Others	V-2

Y

Year-Round Considerations	V-11
Year-Round Roving Teachers	V-11