TENTATIVE AGREEMENT

Full Contract Negotiations

November 19, 2013

The Long Beach Unified School District and the Teachers Association of Long Beach have completed contract negotiations for the K-12 and CDC/Head Start bargaining unit members and, subject to ratification, have agreed to maintain the provisions of the current collective bargaining agreement, except as provided below. Unless otherwise noted, modifications apply to both the K-12 and CDC/Head Start Agreements.

- A. SALARY: 3% increase to bargaining unit salary schedules, stipends, and rates of pay retroactive to July 1, 2013.
- B. SHARED DECISION MAKING (K-12, Appendix G):
 - 1. Unit members may apply for available grade level, teacher council representative, department head, or SLC lead teacher positions at their school site. Openings and the requirements of the positions will be posted by the site administrator on the designated staff bulletin board and emailed to all school faculty. To qualify for consideration, applicants must have received at least a satisfactory or effective rating in their most recent evaluation and meet the job description requirements.

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

- 2. A joint Shared Decision Making Committee (SDMC) will be established during the 2013-2014 school year to collect evidence of current practices of site decision making and leadership teams from all school sites, and other external practices, to develop recommendations for the establishment of a best practice prototype. The prototype would be flexible enough to comport with current models that are working successfully but have different approaches in implementation. The Committee will be comprised of five (5) TALB-appointed members and five (5) District-appointed members. The recommendations of the Committee shall be submitted to the District and TALB on or before March 28, 2014.
- 3. A joint District-TALB Common Core Committee will collaborate on District and school-site issues relating to the implementation of the Common Core State Standards (CCSS), including providing recommendations on the expenditure of CCSS Implementation Funds, consistent with the District-adopted general plan for CCSS implementation.

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

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

- C. EVALUATION PROCEDURE (K-12, Article XII): Effective with the 2014-15 evaluation cycle.
 - 1. Use the term "Action Plan" instead of "Objectives" in all forms and contract references (XII.E, XII, Section G.4, and Forms). Note: The parties agree that the new term "Action Plan" will have the same meaning as the term "Objectives" in the application of the evaluation process.
 - 2. Delete reference to "Action Research" in Article XII, Section H.

- 3. In the application of the California Standards for the Teaching Profession (CSTP), the parties agree to use a four tier rating system as follows: "Distinguished, Effective, Developing, and Unsatisfactory." (Note: This replaces the current three tier rating system of "Satisfactory, Needs to Improve, and Unsatisfactory.") Modify contract language and forms to reflect changes.
- 4. The Evaluation Committee will continue to work on the forms for CDC/HS and Certificated Personnel Evaluation handbook.
- D. DAYS AND HOURS (K-12, Article V): The following reflect changes per previously agreed upon MOU on Bell Schedules, which are subject to ratification.
 - 1. Article V.5.A.2: Eliminate second sentence, as follows—"They shall be present on site for an additional sixty (60) minutes weekly as selected at the professional discretion of the teacher."
 - 2. Article V.10, add new Section d g, as follows:
 - d. Teachers in Grades 1-5 shall receive a designated preparation time of 40 minutes on dates identified by the District. Thursday shall be the scheduled preparation day which shall remain the same for all affected schools within the District. The dates shall be identified prior to the start of the new school year. The instructional minutes for grades 1 through 5 must be consistent with the instructional minutes identified by the District for the particular grade level. Preparation periods shall normally be scheduled 35 times a year; but may be less in some years due to the placement of school holidays on the approved calendar. Scheduled preparation days shall not be changed due to conflicts on the calendar, such as Back-to-School night, Open House and Parent Conferences.
 - e. Except in cases of emergencies, no meetings shall be scheduled by the site administrator during the scheduled preparation period. However, this does not preclude a teacher from scheduling and participating in meetings of their choice during this time.
 - f. No waivers shall be accepted or approved to modify the 40 minute preparation time for teachers.
 - g. The designated 40 minutes of preparation period is part of the teachers' regular workday.
- E. TERM: July 1, 2012 through June 30, 2015 with reopeners during the 2014-2015 school year on salary, health benefits, evaluation, plus three articles selected by each party.
- F. PUBLICATION: Upon ratification, the parties agree to electronically publish the executed Agreement by February 1, 2014.

Attachments: Evaluation Procedure (K-12, Article XII) modifications and forms.

Teachers Association of Long Beach

Long Beach Unified School District

Date

1 **ARTICLE XII** 2 3 **Evaluation Procedure** 4 5 6 A. FREQUENCY. Evaluation and assessment of the performance of employees shall 7 be made on a continuing basis at least once each school year for temporary and 8 probationary personnel and at least once every other year for employees with 9 permanent status. 10 11 Effective with the 2008-09 school year, unit members with permanent status shall be 12 evaluated at least every five (5) years if they have been employed by the district for 13 ten (10) years or more and if the evaluator and the unit member consent to such time 14 line. In order to be eligible for the five year cycle a unit member must be deemed to 15 be "highly qualified" as defined in the No Child Left Behind Act (20 U.S.C. 7801) 16 and his/her most recent evaluation must contain an overall rating of Satisfactory. For 17 eligible unit members who do not teach in "core academic" subjects, qualification 18 requirements shall be the same as for teachers of "core academic" subjects. For eligible unit members who are not classroom teachers the District and Association 19 20 shall review and agree on appropriate comparable criteria. 21 22 Either the evaluator or the unit member may withdraw from this cycle at any time and such withdrawal shall not be subject to the grievance procedure. Upon request 23 24 the evaluator will meet with the unit member to explain the reasons for withdrawal. 25 EVALUATOR. The evaluator shall be the employee's immediate manager and/or 26 В. 27 another administrator designated by the manager, by the Superintendent, or by his 28 designee. 29 30 C. **DEADLINES.** It is agreed that deadlines specified in this Article, except for the 31 date of the final evaluation, may be extended by the number of days the evaluatee or 32 the evaluator is absent from the work site during the identified time periods. Any 33 change in specified deadlines will be noted in writing by the evaluator along with 34 reasons for the change in deadline. 35 36 D. **NOTIFICATION OF EMPLOYEES.** Employees to be evaluated shall receive a 37 copy of the evaluation procedures within four (4) weeks after the beginning of their 38 school session work year, traditional or year-round calendar. Those employees will 39 be advised of the evaluation policy, procedures, standards, and expectations by their 40 evaluator no later than the end of the fifth school week. 41 Standardized test norms shall not be used for teacher evaluation. Personnel shall be 42 43 judged on the District-adopted evaluation objectives and performance standards.

prior to any period in which he/she is evaluated.

Such objectives and standards shall be in writing and made available to the evaluatee

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ARTICLE XII - EVALUATION PROCEDURE (continued)

E. SETTING OF OBJECTIVES/ACTION PLAN. By the end of the sixth school week each evaluatee shall be responsible for proposing in writing to the evaluator specific objectives and standards to be achieved within areas of performance. The evaluator may propose and/or require additional components in the action plan 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 action plans 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 schedule are limited in their ability to prepare the classroom prior to the arrival of students, are deemed to be working within constraints related to room environment and classroom management for a brief period of time at the beginning of each ontrack assignment.

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

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

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

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

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

5. In the event of an unsatisfactory observation lesson analysis, the evaluatee may request an additional formal observation conducted jointly by the evaluator and another manager selected by the evaluatee from a list of up to

ARTICLE XII - EVALUATION PROCEDURE (continued)

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

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

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

I.

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

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

J. **PERSONNEL FILE.** Each employee shall have the right, by appointment, to review the contents of his/her personnel file. Such appointment will normally be

ARTICLE XII - EVALUATION PROCEDURE (continued)

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

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

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

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

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



EVALUATEE GOALS/ACTION PLAN AGREEMENT

Date	Grade/Subject	School/Office	Name

adopted textbooks, and supplementary instructional materials, each certificated employee will establish an action plan toward Given District Content Standards, curriculum objectives, schoolwide goals, data related to common assessments, District increased student achievement.

SCHOOL SITE/OFFICE GOALS/ACTION PLAN

- Based on schoolwide data (given)
- To be developed by a committee of administrative staff and a faculty advisory committee
- A. Goa
- B. Action Plan
- End of Year Evidence that Goals/Action Plan has been attained ن

- GRADE LEVEL/DEPARTMENT GOALS/ACTION PLAN II.
 - Refer to District curriculum guidelines
- To be developed by the grade level or curricular department
- A. Goal

B. Action Plan

End of Year Evidence that Goals/Action Plan has been attained ن

PROFESSIONAL GROWTH OR INDIVIDUAL ADMINISTRATOR GOALS/ACTION PLAN III.

• Match with instructional focus area(s)

A. Goal

B. Action Plan

End of Year Evidence that Goals/Action Plan has been attained ن

SUPPORT AGREED UPON IN ORDER TO ATTAIN GOALS/ACTION PLAN IX.

Signing this form indicates a conference has been held regarding the Goals/Action Plan for the evaluatee.

Date
Evaluator
Date
Evaluatee

Constraints that may affect the attainment of Goals/Action Plan (See TALB Agreement, Article XIV):**

- Teaching experience
- Length of time in assignment
- Roving assignment

Evaluatee Evaluator



HUMAN RESOURCE SERVICES

Schoo	Year	
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LESSON ANALYSIS

Evaluate	ee:	Da	te of Observation:		
Assignm	ent:	T i	Time in Classroom: to		
Curriculi	um Objective/ Lear	ning Target:			
	Distinguished: Effective: *Developing: *Unsatisfactory:	Exceeds expectations of the Meets the expectations of the Partially meets the expectation Performance is not of the quantum performance is not of the quantum performance.		ent in the District.	
l. Engag	ges and Supports A	ll Students in Learning			
	Distinguished	Effective _	*Developing	*Unsatisfactory	
Usi to rProMo	ng a variety of instrument students' diverse moting critical think nitoring student lear ching to insure programme.	tter to meaningful, real-life actional strategies, including se learning needs. (1.4) sting through inquiry, probleming and adjusting instruc- tress of pupils towards the states.	ng EEEI, and a variety of lem solving, technology a tion by incorporating a va	resources and technologies and reflection. (1.5)	
. Create	es and Maintains E	ffective Learning Enviro	onments		
	_ Distinguished	Effective	*Developing	*Unsatisfactory	
treaCreand	ted fairly and respectating and maintaining encourage construc	opment and responsibility etfully. (2.1) ng safe physical environmentive and productive interactions of the control of the co	ents that promote student ctions among students. (2.	learning, reflect diversity, .2, 2.3)	

Developing, communicating, and maintaining high standards for individual and group behavior. (2.5) Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate

• Using instructional time to organize learning. (2.7)

in which all students can learn. (2.6)

Comments:

Understands and Organiz	zes Subject Matter for S	tudent Learning	
Distinguished	Effective	*Developing	*Unsatisfactory
			and curriculum frameworks. (3.1) student understanding of subject
` ,	to facilitate student unders	standing of the subject m	atter (3.3)
	trategies that are appropri		
adopted materials, to ma	ake subject matter accessi	ble to all students. (3.5)	tional materials, including
 Addressing the needs of content. (3.6) 	English learners and stud	lents with special needs t	to provide equitable access to the
Comments:			
Plans Instruction and Des	sions I garning Evnerior	ness for All Students	
			ΨΤΤ ,' C ,
Distinguished	Effective	*Developing	*Unsatisfactory
needs of all students. (4.	4)		objectives to meet the learning learning needs of all students. (4.5)
Assesses Student Learning	g		
Distinguished	Effective	*Developing	*Unsatisfactory
• Applying knowledge of formal. (5.1)	the purposes, characterist	ics, and uses of different	assessments, both informal and
	g assessment data from a		
	dividually and with collea		
	delines (as applicable). (5		, and modify instruction as
	self-assessment, goal sett		
	st in assessment, analysis		
• Using assessment inform families. (5.7)	nation to share timely and	comprehensible feedbac	ck with students and their
Comments:			

6.	Developing as a Profession	nal Educator		
	Distinguished	Effective	*Developing	*Unsatisfactory
	development. (6.2) Collaborating with collea and student learning. (6.3) Working with families to Promoting collaboration Managing professional re-	I goals and engaging agues and the broad so support student le between school and esponsibilities to m	g in continuous and purposeful	available, to support teacher instructional program. (6.5) tment to all students. (6.6)
Spe	cific Suggestions for Next	Steps and/or Area	s of Needed Improvement:	
Ove	erall Comments:			
Date	of Conference			
Print	ed Name of Evaluatee		Signature of Evaluatee	Date
Printe	ed Name of Evaluator		Signature of Evaluator	Date
Printe	ed Name of Other Participant		Signature of Other Partici	pant Date
Printe	ed Name of Other Participant		Signature of Other Partici	pant Date

This "Lesson Analysis" has been discussed with me. Signing this form does not necessarily mean that I agree with all ratings.

A copy of this "Lesson Analysis" may be place in your personnel file. If so, you will have the opportunity to review and comment thereon in accordance with Education Code Section 44031. Ten (10) days from the date of this "Lesson Analysis" this document and your written response, if any, will be placed in your personnel file.

Copies to: Human Resource Services, Employee, and School or Office



HUMAN RESOURCE SERVICES

School Year	
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CERTIFICATED INSTRUCTIONAL PERSONNEL EVALUATION

Regular Cont 1st Year 2nd Year Perman	(Probationary) r (Probationary)	Temporary Contract	(TC) / Special Contract (SC)	Interim Evaluation Final Evaluation
Evaluatee:			School or Office:	
Assignment:			Dates of Observations	•
	Distinguished: Effective: *Developing: *Unsatisfactory:	Performance is not of the quare *Comments Require	District. e District. ons of the District. Improvement reality acceptable for reemployment d (Performance Analysis may be attace	in the District.
1. Engages a	and Supports A	Il Students in Learning		
D	istinguished	Effective	*Developing	*Unsatisfactory
 Connect Connect Using a meet str Promot Monitor 	eting subject man a variety of instrudents' diverse ing critical thind ring student lear g to insure prog	students' prior knowledg tter to meaningful, real-lit uctional strategies, includ learning needs. (1.4) king through inquiry, prob	te, background and life experification for least section and purpose for least section by incorporating a variety of restandards (1.6).	earning. (1.3) sources and technologies to reflection. (1.5)
2. Creates an	nd Maintains E	Effective Learning Envir	onments	
D	istinguished	Effective	*Developing	*Unsatisfactory
fairly arCreating encouraCreating	nd respectfully. g and maintaining ge constructive g a rigorous lear	(2.1) ng safe physical environm and productive interaction ming environment with his	within a caring community nents that promote student learns among students. (2.2, 2.3) igh expectations for all students for individual and) nts (2.4)

Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate

Comments:

in which all students can learn. (2.6)

Using instructional time to organize learning. (2.7)

Understa	ands and Organize	es Subject Matter for St	tudent Learning	
I	Distinguished	Effective	*Developing	*Unsatisfactory
• Apply:	ing knowledge of s			d curriculum frameworks. (3.1) dent understanding of subject
matterOrgan:	• •	r facilitate student undere	tanding of the subject matt	om (2.2)
			italiding of the subject matter. (3)	
 Using adopte 	and adapting resou d materials, to mal	rces, technologies, and so we subject matter accessib	tandards-aligned instruction to the total students. (3.5)	nal materials, including
conten	t. (3.6)	English learners and stud	ents with special needs to p	provide equitable access to the
Comment	es:			
Plans Ins	truction and Desi	gns Learning Experien	ces for All Students	
I	Distinguished	Effective	*Developing	*Unsatisfactory
needs of Adapti	of all students. (4.4 ng instructional pla	e) ans and curricular materia		pjectives to meet the learning arning needs of all students. (4.5)
	Distinguished	Effective	*Developing	*Unsatisfactory
formal Collect Review Using	(5.1) ing and analyzing ving data, both indiassessment data to	assessment data from a vividually and with colleas	ariety of sources to inform gues, to monitor student lea and to plan, differentiate, an	arning.(5.3)
Using t	echnology to assist assessment informations. (5.7)	t in assessment, analysis,	ing, and monitoring progres and communication of stu comprehensible feedback v	dent learning. (5.6)

6.	Developing as a Profession	al Educator			
	Distinguished	Effect	ive	*Developing	*Unsatisfactory
	Establishing professional development. (6.2) Collaborating with collea and student learning. (6.3) Working with families to	goals and engagues and the brown support student between school sponsibilities to	nging in con roader profe at learning. (and common o maintain i	tinuous and purposeful pussional community, as as (6.4) unity in support of the innotivation and commitment	vailable, to support teacher structional program. (6.5) ent to all students. (6.6)
Spe	cific Suggestions for Next S	Steps and/or A	reas of Ne	eded Improvement:	
Ove	rall Comments:				
Cont	inued Service: Recomme	ended	Recommende	ed Contingent Upon Improven	nent Not Recommended (TC, SC)
Date	of Conference Held				
Printe	ed Name of Evaluator			Signature of Evaluator	
Date	of Receipt of Written Report			Signature of Evaluatee	
Printe	ed Name of Other Participant	Date		Signature of Other Participa	nt Date
rinte	ed Name of Other Participant	Date		Signature of Other Participa	nt Date
	The evaluatee may be eligible fo	r the 5-year evalu	ation cycle in	theschool year	

This evaluation has been discussed with me. Signing this form does not necessarily mean that I agree with all ratings. You have the opportunity to review and comment thereon in accordance with Education Code, Section 44031, if you so desire. Ten (10) days from the date of this "Interim/Final Evaluation," this document will be placed in your personnel file. You have the right to respond and have your response placed in your personnel file.