

TALB - K12 AND CDC/HEAD START NEGOTIATIONS FOR 2022-2023

LBUSD - TALB

TENTATIVE AGREEMENT 4-5-23

K12 CONTRACT LANGUAGE

ARTICLE V – DAYS AND HOURS OF EMPLOYMENT

A. WORKDAY

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

It is further agreed that employees will be available to meet with students and parents at reasonable times before and after the instructional day. A schedule shall be posted prominently and maintained at each school site and posted on the school's website and the District approved learning management system teacher's page **and counselor's page** indicating times when teachers are available to meet with parents and/or students.

Counselors will have one (1) day per week scheduled without supervision for conferring with parents and/or students. Copies of the schedule shall be sent home to parents twice a year.

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

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

Special education teachers may be required to attend one off-site in-service meeting per month as authorized by the Assistant Superintendent, Special Education. Such off-site

meetings beyond the instructional day should be approximately one hour or less in length and will be included in the monthly computation.

During the term of this Agreement, the District shall maintain its practice of treating IEP meetings as mandatory; bargaining unit members attending such meetings beyond the duty day and in excess of four hours per month shall be paid therefore at their regular hourly rate provided they submit the Documentation of Mandatory Meeting Form to the Office of School Support Services.

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

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

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

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

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

10. Testing: Affected secondary teachers will maintain a conference period during testing schedules. It is understood the length of a teacher's conference period may be shorter in duration during testing schedules. In the event a teacher needs to provide coverage for a testing session during their conference period, guidelines regarding replacement service outlined in Article V, Section A9 will be followed. Testing schedules will be provided to all teachers and published at least ten (10) days in advance. (New section, balance of section A renumbered May 2023)

14. Electronic Grading and Communication System

At the secondary level, an online gradebook shall be maintained and updated by the unit member at least each month, or more frequently as determined by the Site Shared Decision Making Committee. **Grade scheme should be determined and selected by the twentieth day of the school year.** Grades shall be submitted electronically by the unit members at all

grade levels at the designated reporting periods. Grading guidelines and reporting period dates shall be provided at the beginning of the school year by the site administrator or designee. Grade reporting periods shall align with state mandates. Any technology failure shall be reported immediately by the affected unit member to the site administrator and/or designated support personnel (e.g. help desk).

17. Library Media Teachers

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

B. **WORK YEAR:**

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

- 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 (10.5) pay periods totaling two hundred and **nine (209) four (204)** assigned days (one hundred eighty- two [182] actual duty days), dates which are specified in the calendars. **Beginning with the 2024-2025 school year, the assigned work year will include two (2) pupil free days. The revised assigned work year will encompass two hundred and eleven (211) assigned days (one hundred eighty-four [184] 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.

3. **Counselors and School Psychologists:**

- a. Traditional Schedule. The assigned work year shall encompass two hundred twenty-**four (2204)** assigned days (one hundred ninety-~~two~~ **six [1926]** actual days), and dates for which are specified in calendars (see Appendix A).
6. **Holidays.** The District agrees to grant all employees those non-paid, legal and Board-designated holidays which occur during their specified traditional or year-round calendars.
- a. Legal holidays shall include Independence Day, Admission Day, Labor Day,

Veterans Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, Lincoln Day, Presidents Day, Memorial Day, **and Juneteenth.**

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

ARTICLE VI - COMPENSATION

A. SALARIES

7. Catalina Island Employees:

- a. Full-time employees who actually work and reside on Catalina Island shall receive a salary addition as provided in the Certificated Non-Management Salary Schedule. In addition, effective the first school day each year, Catalina Island employees shall receive a travel expense allowance. For **2022-2023**, the allowance is **\$1,314.21**. 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.

F. OCCASIONAL PROJECTS – IN-SERVICE:

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

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.

APPENDIX B

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

Additional assignments 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.

Pathway Leads – Additional Amount

Pathway Leads will be paid in their regular paycheck and the additional amount will be included in the Notice of Assignment. **All Pathway Leads will be compensated based upon the number of students in the Pathway.**

Salary:

9% increase to bargaining unit salary schedules, stipends, and rates of pay for **2022-2023** retroactive to **July 1, 2022**. An additional one time off-schedule payment of **3%** for **2022-2023** based on the unit members' earnings for the **2022-2023** fiscal year.

ARTICLE VIII - TRANSFERS

A. DEFINITIONS AND CONDITIONS

1. "Specialized positions" as defined in this article are positions that include one or more of the following:
 - a. Calendar year beyond 182 days;
 - b. Specific certification, experience, and training including but not limited to: Transitional Kindergarten, ~~Advanced/Finite Math~~, AP; GATE; TOSA; Special Education Autism, ED, and Transition;

B. EMPLOYEE INITIATED TRANSFER REQUESTS:

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

G. REASSIGNMENTS:

The Long Beach Unified School District and the Teacher Association of Long Beach have entered into a Memorandum of Understanding for implementing reassignments dated **April 5, 2023**. **This MOU will expire on June 30, 2025.** ~~March 8, 2018. The District and TALB will meet in January of 2020 and 2021 to review the reassignment data and evaluate the effectiveness.~~

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

- H. **GUIDELINES FOR CHANGE OF ASSIGNMENT – TEACHER SUPPORT:** The Long Beach Unified School District and The Teacher Association of Long Beach have entered into a Memorandum of Understanding (MOU) – Guidelines for Change of Assignment – Teacher Support dated **April 5, 2023** ~~March 23, 2021~~. ~~The District and TALB will meet in October of 2021 to review the effectiveness of MOU.~~ This MOU will expire on **June 30, 2025** ~~June 30, 2022~~.

ARTICLE IX - SAFETY CONDITIONS OF EMPLOYMENT

- 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. **Each site shall test emergency bells through scheduled drills. The dates of the drills will be available upon request in the site office for review.** The District agrees to provide on-going opportunity for unit members to make suggestions, ~~and~~ recommendations, **and collaborate with** the site manager ~~affecting~~ **regarding** 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. **Safety committees at each site shall develop and/or review emergency communication procedures to address classroom and site emergencies.**
- K. When the site administrator has been officially notified that the court has authorized the release of information and such release of information does not violate the legal rights of the individual student, the teacher shall be informed of any student placed in his/her class who has been convicted of a violent crime. The teacher is responsible for maintaining such information in strict confidence.

Reasonable effort will be made to have the suspension logged in Synergy prior to the student's return, for any student who has been suspended for a violent or threatening act on campus.

APPENDIX H - SHARED DECISION MAKING

- A. Unit members may apply for available grade level, teacher council representative, department head, or **SLC pathway** 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 an 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~~ two-year term. **In the case of co-pathway leads or co-department chairs, the two co-candidates must run together as a team and represent one candidate position on the ballot. The stipend shall be split for co-department chairs and co-pathway leads.**

CDC/HEAD START CONTRACT LANGUAGE

ARTICLE V – DAYS AND HOURS OF EMPLOYMENT

B. HOLIDAYS. The District agrees to grant all twelve (12) month and eleven (11) month employees in paid status those legal and Board-designated holidays which occur during the calendar year.

1. Legal non-paid holidays shall include Independence Day, Admission Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, Lincoln Day, Presidents' Day, Memorial Day **and Juneteenth.**

C. WORK WEEK AND WORKDAY:

Child Development Center Employees The work week and workday for Child Development Center teachers shall be as follows:

3. Part-time employees shall work the number of hours specified in their employment contracts. Any employee working four (4) hours or more shall have a fifteen (15) minute break for each four (4) hours of employment and a planning period prorated from the three hundred (300) minutes per week of a full-time employee in ratio to the number of hours employed. During the program preparation period, the teacher shall be in such physical proximity to the children that his/her presence may be applied to the state-mandated teacher-child ratio. **Reasonable effort will be made to schedule planning periods in time blocks of one-half hour or longer.** Any teacher working a six (6) hour day shall have a thirty (30) minute duty-free lunch.

ARTICLE VI - COMPENSATION

APPENDIX B

Salary:

9% increase to bargaining unit salary schedules, stipends, and rates of pay for **2022-2023** retroactive to **July 1, 2022**. An additional one time off-schedule payment of **3%** for **2022-2023** based on the unit members' earnings for the **2022-2023** fiscal year.

ARTICLE VIII - TRANSFERS

- G. **Reassignments:** Every reasonable effort will be made to notify teachers of the reassignment on or before May 1. In the event that notification is not possible, every reasonable effort will be made to notify teachers at least fourteen (14) days before the reassignment begins. During the period of leveling classroom enrollment at the start of the school year, every reasonable effort will be made for reassignments to be completed within the first twenty (20) days. Reassignments will not be made mid-year except in cases of opening or closing classes, needs of the program with regard to specific state (licensing) requirements, and/or potential negative impact to program contract earnings.

ARTICLE IX - SAFETY CONDITIONS OF EMPLOYMENT

- 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. **Each site shall test emergency bells through scheduled drills. on a scheduled basis. The dates of the drills will be available upon request in the site office for review.** The District agrees to provide on-going opportunity for unit members to make suggestions, ~~and~~ recommendations, **and collaborate with the site manager ~~affecting~~ regarding** 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. **Safety committees at each site shall develop and/or review a direct monitored emergency phone line to the office communication procedures to address classroom and site emergencies.**

TA Signed by:

District: Steve Rockenbach

TALB: Corrin Hickey

Dr. Christine Kelly