

1  
2  
3                                   **Tentative Agreement Between**  
4                                   **The Long Beach Unified School District**  
5                                   **and the Teachers Association of Long Beach, K-12**

6                                   **As of February 22, 2019**

7  
8                   **ARTICLE I - Agreement**

9  
10           A.     **PARTIES TO THE AGREEMENT:** The articles and provisions contained  
11 herein constitute a bilateral and binding agreement (“Agreement”) by and between the  
12 Board of Education of the Long Beach Unified School District (“District”) and the  
13 Teachers Association of Long Beach / California Teachers Association / National  
14 Education Association (“Association”), an employee organization.  
15

16                   **ARTICLE II - Recognition of Exclusive Representative**

17  
18           B.     **CERTIFICATED K-12 EMPLOYEES UNIT SHALL INCLUDE:** All regular  
19 certificated employees under contract including classroom, JROTC, WBL, specialist  
20 teachers, Special Day Class Preschool teachers, Transitional Kindergarten teachers,  
21 **Speech Language Pathologist**, and program facilitators, nurses, librarians, and retired  
22 teachers who continue to receive State Teachers Retirement System benefits and who  
23 return to classroom service under selected Education Code provisions.  
24

25           F.     **TEMPORARY CONTRACT EMPLOYEES.** It is the intent of the District that  
26 temporary contract employees with satisfactory performance evaluations be offered regular  
27 contracts as soon as possible. Factors contributing to the District’s decision to offer a  
28 regular contract to a temporary contract employee shall include but not be limited to:  
29 **temporary funding sources** projected enrollment growth or decline; projected numbers of  
30 leaves of absence; credential status; ~~completion of bilingual certification obligation;~~  
31 ~~completion of Language Development Specialist (LDS) or Cross Cultural Language and~~  
32 ~~Academic Development (CLAD) certification obligation (if employed July 1992 or after);~~  
33 complete employment file; permanent residency status; first-aid requirements;  
34 recommendation of immediate supervisor.  
35

36                   **ARTICLE IV - Association Rights**

37  
38           B.     **ASSOCIATION COMMUNICATIONS:**

- 39  
40                   1.     **Bulletin Boards.** The District authorizes the Association to use without  
41 charge ~~a minimum of one fourth (1/4) of the total area of at least~~ one site  
42 bulletin board designated for employee association information. The  
43 location of such bulletin board(s), designation of space, and resolution of  
44 disputes about use of space shall be determined by the site manager. The  
45 Association agrees monthly to remove out-of-date materials.  
46

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45

E. **ORGANIZATIONAL SECURITY:**

1. **Membership Dues Deduction.** Any unit member who is a member of the Teachers Association of Long Beach, CTA-NEA, or who has applied for membership, may pay a lump sum cash payment to the Association or sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary warrant of the unit member each ~~quadriweekly~~ **pay** period for ten (10) ~~quadriweekly~~ **pay** periods. Unit members who sign such authorization after the commencement of the school year shall have deducted one-tenth (1/10) the total amount of unified dues for each of the remaining ten (10) ~~quadriweeks~~ **pay periods**.

~~2. **Agency Fee Provisions.** Any unit member who is not a member of the Teachers Association of Long Beach, CTA-NEA shall, within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, either become a member of the Association or pay to the Association a fee in an amount equal to standard initiation fees, unified membership dues and general assessments. Such fee is payable to the Association in one lump sum cash payment or the unit member may authorize payroll deduction for such fee in the same manner as provided in paragraph 1. of this Section. In the event that a unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction, the Association shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in Education Code, Section 45061 and in the same manner as set forth in Section E.1. of this Article. There shall be no charge to the Association for such mandatory agency fee deductions.~~

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

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

1 4. **Religious Objections.** ~~Any unit member who is a member of a religious~~  
2 ~~body whose traditional tenets or teachings include objections to joining or~~  
3 ~~financially supporting employee organizations shall not be required to join or~~  
4 ~~financially support the Teachers Association of Long Beach, CTA NEA, as~~  
5 ~~a condition of employment. Such unit member shall pay, in lieu of a service~~  
6 ~~fee, a sum equal to such agency fee to one of the following non-religious,~~  
7 ~~non-labor organizations, charitable funds exempt from taxation under Section~~  
8 ~~501 (c) (3) of Title 26 of the Internal Revenue Code:~~

- 9
- 10 Children's Clinic of Miller Children's Hospital
- 11 — at Memorial Medical Center
- 12 Family Service of Long Beach
- 13 PTA Student Assistance Fund
- 14 TALB Scholarship Foundation
- 15 Tichenor Orthopedic Clinic for Children
- 16 Foundation to Assist California Teachers
- 17 Long Beach Education Foundation
- 18

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

20

21 ~~Proof of payment and a written statement of objection along with verifiable~~  
22 ~~evidence of membership in a religious body whose traditional tenets or~~  
23 ~~teachings object to joining or financially supporting employee organizations,~~  
24 ~~pursuant to this Section, shall be made on an annual basis to the Association~~  
25 ~~and District as a condition of continued exemption from the provisions of~~  
26 ~~Sections 1. and 3. above. Proof of payment shall be in the form of receipts~~  
27 ~~and/or canceled checks indicating the amount paid, date of payment, and to~~  
28 ~~whom payment in lieu of the agency fee has been made. No in-kind services~~  
29 ~~or benefits may be received by the unit member in exchange for this~~  
30 ~~contribution. Such proof shall be presented on or before November 1 of each~~  
31 ~~school year. Any unit member making payments as set forth in this Section~~  
32 ~~who requests that the grievance or arbitration provisions of this Agreement be~~  
33 ~~used in his or her behalf, shall be responsible for payment to the Association~~  
34 ~~the reasonable cost of using said grievance or arbitration procedures.~~

35

36 5. ~~**Maintenance of Membership.** Any unit member who, following~~  
37 ~~notification by TALB of this provision, is a member of the Association on~~  
38 ~~or after thirty (30) calendar days following ratification of this Agreement,~~  
39 ~~shall maintain such membership through the date of expiration of this~~  
40 ~~Agreement. The District will continue to deduct Association membership~~  
41 ~~dues as specified by TALB throughout this period.~~

42

43 F. **DISTRICT DIRECTORY.** The District agrees to provide the Association with  
44 **eight (8) copies a digital copy** of a District directory (names, addresses, phone  
45 numbers) when such a directory is published. The Association agrees to use such  
46 information for internal organization purposes only and not to disclose it to any

1 third parties. Additional support service staff schedules and budget publications  
2 shall be made available to the Association.

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

12 Upon return from leave to conduct Association business, the Association president  
13 **shall be assigned to his/her previous classroom position at**, ~~will be provided the~~  
14 ~~opportunity to return to the site assigned prior to the commencement of the leave if~~  
15 ~~a vacancy in the appropriate credential area exists at that site.~~

16  
17 **J. ASSOCIATION LEAVE:**

18 1. The District will grant to the bargaining unit as a whole a total of two hundred **fifty**  
19 ~~(200)~~ **(250)** days per fiscal year (July 1-June 30) of released time for unit members  
20 to attend workshops, conferences, or other activities sponsored by the Association  
21 as identified by H.1 and H.2. The TALB president or his/her designee shall submit  
22 in writing the information and the names of unit members who are authorized to  
23 use the association leave days to Employee Relations Services prior to an  
24 employee's application for the released time. Written application for approval for  
25 such released time must be submitted by the employee on the appropriate District  
26 form to the site manager at least five (5) working days prior to the anticipated  
27 absence.

28  
29 **ARTICLE V - DAYS AND HOURS**

30  
31 **A. WORKDAY:**

32 2. In the elementary schools, teachers shall report for duty and check their  
33 mailboxes **and email** not later than fifteen (15) minutes before the opening of  
34 class except when assigned before school duties. Teachers shall remain until  
35 after the close of the last scheduled class of the day for Grades 4 and 5, unless  
36 they have an after school duty, are excused earlier or are requested to remain by  
37 the principal. On Fridays, teachers may leave the building immediately upon  
38 the close of the regular school day for pupils, (afternoon kindergarten teachers  
39 may arrive at school fifteen (15) minutes later than the start of their regular duty  
40 day), except that if District meetings are scheduled on Friday another "early  
41 day" may be designated. Teachers of kindergarten and the first three grades  
42 remain on duty as long as teachers of the fourth and fifth grades, unless excused  
43 earlier by the principal. All kindergarten teachers (including those without team  
44 partners) shall meet their classes for 200 minutes each day and work two hours  
45 beyond such time either with their class or in other classrooms at teacher

1 discretion in collaboration with the site administrator. Note: Unless and until  
2 negotiated otherwise, the extended or full day kindergarten will remain  
3 voluntary, but no contractual waiver is required.  
4

5 **6.** Modification in the students' schedule shall have no effect on the unit member's  
6 workday as described above, except for Back-to-School Night in the fall and  
7 Open House ~~during one night of Public Schools Week~~ in the spring. Additional  
8 exceptions may be approved by the appropriate assistant/deputy superintendent  
9

10 **9.** Replacement service may be required when another teacher is absent, no  
11 substitute is immediately available and, in the judgment of the administrator, no  
12 other certificated employee is available. Over the course of the school year the  
13 site manager shall distribute these occasional replacement assignments as  
14 equitably as possible among all available non-classroom certificated personnel  
15 and unit members. A record of equitable assignments shall be accessible to  
16 employees. When a unit member is assigned to provide such replacement  
17 service, the first two (2) hours, cumulative, per school year of such service shall  
18 be deducted from the employee's maximum expectancy (twenty [20] hours per  
19 semester or forty (40) per year) for adjunct duties. When a unit member is  
20 assigned to provide replacement service in excess of two (2) hours, cumulative,  
21 the unit member shall be paid for such excess service at the substitute hourly rate,  
22 Schedule P, and shall be required to remain on-site after his/her duty day for  
23 an equivalent number of minutes of preparation.  
24

25 Efforts will be made to assign non-bargaining unit employees to provide  
26 replacement service. If a bargaining unit member who has been asked to provide  
27 replacement service is relieved by such an employee within the first twenty (20)  
28 minutes of service, the bargaining unit member will be credited with thirty (30)  
29 minutes of coverage. If the coverage time is in excess of ~~twenty (20) minutes~~  
30 **thirty (30) minutes**, the employee shall be provided with one (1) hour of credit  
31 for replacement service.  
32

33 **12.** **At Alternative Education Sites not operating on a traditional on-site**  
34 **workday, it is agreed that the professional duties of employees require**  
35 **both on-site and off-site hours of work, that the varying nature of such**  
36 **professional duties may not lend itself to a total maximum daily work**  
37 **time of definite or uniform length, and that such duties are normally**  
38 **expected to involve no fewer than six (6) hours at the site except on staff**  
39 **minimum days and no fewer than eight (8) hours of total effort each**  
40 **workday for both classroom and non-classroom employees.**  
41

42 **13. Instructional Day**

43 ~~e. In year round schools, the number of minimum days established in~~  
44 ~~1987-1988 shall be at least maintained in subsequent years with~~  
45 ~~utilization determined at the site except for contractually identified~~  
46 ~~minimum days.~~

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46

18. Speech Language Pathologists

**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.**

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

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 ~~ten and two-tenths (10.2)~~ **(10.5)** 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.~~

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45

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.~~

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

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

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

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

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

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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46

**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 4. In addition, effective the first school day each year, Catalina Island employees shall receive a travel expense allowance. For ~~2015-16~~ **2018-19**, the allowance is ~~\$1,015~~ **1,098**. 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~~ **\$500** for moving possessions and an automobile to Catalina Island.

**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.~~



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46

**B. HEALTH AND WELFARE BENEFITS:**

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

a. ~~January 1, 2016 through June 30, 2016 will be a “short” plan year (6 months).~~

6. **Health Insurance.**

b. **HMO Plan.**

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

Chiropractic Care (Blue Shield HMO): \$5 co-pay, up to 30 visits per year, effective 1/1/07.

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

(a) ~~Through December 31, 2015, \$200/\$400 deductible; 20% co-insurance; \$500 individual/\$1,000 family per year out-of-pocket limit (in addition to deductible);~~ Effective January 1, 2016, \$300/\$600 deductible; 20% co-insurance; \$1,000 individual/\$2,000 family per year out-of-pocket limit (in addition to deductible).

(b) ~~Out-of-Network Provider—Through December 31, 2015, \$400/\$800 deductible; 40% co-insurance; \$3,000 individual/\$6,000 family per year out-of-pocket limit (in addition to deductible);~~ Effective January 1, 2016, \$500/\$1,000 deductible; 40% co-insurance; \$5,000 individual/\$10,000 family per year out-of-pocket limit (in addition to deductible).

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

**C. DURATION OF BENEFITS:**

**D. TUBERCULOSIS EXAMINATION.** Required examinations for tuberculosis shall be provided by the District at no cost to employees only if District-designated service providers are utilized. **The TB testing procedures has added a TB risk assessment questionnaire and, if risk**

1 factors are identified, the District shall require TB testing and  
2 examination to determine the unit member is free of infectious  
3 tuberculosis. The examination shall consist of an approved intradermal  
4 tuberculin test (Mantoux), which, if positive, shall be followed by an x-ray of  
5 the lungs.  
6

7 **ARTICLE VII Leaves of Absence**

8  
9 **A. LEAVES OF ABSENCE (GENERAL):**

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

11  
12 a. Any employee returning within the same work year from sick leave,  
13 bereavement leave, statutory leave, judicial leave, personal necessity  
14 leave, or Family and Medical Leave Act (FMLA) or California  
15 Family Rights Act (CFRA) shall return to the same position assigned  
16 previous to the commencement of the leave.  
17

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

19 g. **Child Care.** May be granted to either or both parents ~~only~~  
20 immediately following ~~maternity/paternity~~ **paid parental** leave for  
21 child bonding/child care **under Section C.10 of this Article,**  
22 ~~including paid adoption leave under Section C.9 of this Article plus~~  
23 **for** a period coterminous with a semester, a school year, or the  
24 conclusion of an intersession, provided the employee notifies  
25 Certificated Personnel at least three weeks prior to the beginning date  
26 of the leave. A second consecutive year of **unpaid** childcare leave  
27 may be granted **by the District** upon the request of the employee. ~~In~~  
28 ~~the event of unforeseen circumstances of a serious nature related to~~  
29 ~~family need the employee is eligible to apply for a leave of absence~~  
30 ~~without pay under Section B.1.n of this Article.~~

31  
32 l. **Teach in Another School District** ~~outside a radius of one hundred~~  
33 ~~fifty (150) miles from the LBUSD (as measured from the~~  
34 ~~administration offices).~~ No more than ~~twelve (12)~~ **(24) twenty four**  
35 consecutive months nor more than one such leave in a seven (7) year  
36 period.  
37

38 m. **Family Medical Leave Act (FMLA)/ California Family Rights Act**  
39 **(CFRA).** As provided for in statute; for example, to care for  
40 him/herself, a child, parent, or spouse with a serious health condition.  
41 Health care provider certification may be required. See employee  
42 notification at work site for additional information.  
43

44 **Eligible employees are entitled to twelve (12) workweeks of**  
45 **FMLA/CFRA leave in (a fiscal year July 1-June 30) (a calendar**

1 ~~year) (a rolling year beginning on the first date leave is taken and~~  
2 ~~counting forward from that date). See employee notification at~~  
3 ~~work site for additional information.~~  
4

- 5 2. Probationary, ~~temporary~~, and special contract employees are eligible for only the  
6 following unpaid leaves: rest and recuperation; child care; military service; disability;  
7 ~~family medical~~ **FMLA/CFRA** leave (if employed at least ~~one complete year~~ **twelve**  
8 **months, which need not be consecutive**); and in the most extraordinary  
9 circumstances, leaves for other reasons deemed sufficient by the Board of Education.

10  
11 **C. LEAVES OF ABSENCE WITH PAY:**  
12

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

29 3. **Sick Leave:**  
30

- 31 a. Sick leave entitlement shall be ~~received and deducted in the same~~  
32 ~~manner~~ using the following procedures.

33 **Absent from work for the entire school day will be charged for**  
34 **eight (8) hours of leave.**

35 **Absent for part of a school day will be charged in half-hour**  
36 **increments only for the time, within their duty day, that they are**  
37 **off site.**  
38

39 For payroll computation:

40  
41 .5 day = 4 hours leave  
42 1.0 day = 8 hours leave  
43 5.0 days = 40 hours leave  
44 10.4 days = 81.60 hours leave  
45 10.5 days = 84.00 hours leave  
46

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46

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

~~204 day employees: 10.4 days (81.60 hours)~~  
~~212 day employees: 10.5 days (84.00 hours)~~

**182 work day employees: 10.2 days (81.60 hours)**

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

c. An employee in less than a full-time assignment and/or employed for less than a full contract year shall receive and have sick leave deducted in direct proportion to the percentage of the assignment; e.g., an employee with a fifty (50) percent assignment shall earn ~~or have deducted .5 (four [4] hours)~~ **fifty (50) percent of what a one (1.00) percent assignment shall earn.**

d. Full time unit members shall be entitled to use six (6) days of accrued and available sick leave each school year to attend to an illness of a child, parent, **parent in law**, spouse, ~~or~~ registered domestic partner, **grandparent, grandchild, or sibling** of the employee. This leave shall be prorated for part-time unit members

e. ~~One (1) hour of sick leave is granted for each eighteen (18) hours~~ **Sick leave accrues at a rate of .056044 for each hour** an employee has worked in an hourly assignment, including summer school and intersession assignments. Accumulated hourly sick leave may be used for absences in any hourly assignment, except that during the first and last week of summer school leave for compelling personal reasons will not be granted and teachers should expect to be required to provide doctor's verification of illness absences. Contract sick leave may not be used for absences in an hourly assignment. If an employee serving in a contract assignment has exhausted his/her contract sick leave, accumulated hourly sick leave may be used prior to statutory sick leave.

i. An employee's sick leave record is open to the employee's inspection upon request to the site payroll clerk. Sick leave accumulation shall be reported on each ~~quadriweekly pay period warrant.~~

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

(5) ~~Paternity. Once the employee has exhausted available personal necessity leave for paternity leave for child bonding/child care as defined in Section C.10 of this Article, any remaining paternity leave shall be subject to Section C.10.~~

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

2  
3 i. ~~An employee receiving benefits under the provision of this regulation may not~~  
4 ~~leave the state of California without the authorization of the Board of Education.~~

5  
6 8. **Pregnancy-Related Disability Leave.** A leave of absence for pregnancy-related  
7 disability shall be granted for the period of time that the employee is ~~physically~~ unable  
8 to perform the duties required of her position as certified by her personal physician ~~and~~  
9 ~~approved by the district physician~~ **due to pregnancy, childbirth, or related medical**  
10 **conditions.** Pregnancy-related disability leave is charged to sick leave balances; if  
11 current, accumulated, and statutory sick leave benefits are exhausted within the  
12 period of ~~physical~~ disability, the remaining time that the employee continues on  
13 pregnancy-related disability leave shall be in a leave-without-pay status. Additional  
14 leave without pay may be granted prior to or following the period of ~~physical~~ disability.

15  
16 The employee shall notify the appropriate manager of her pregnancy and furnish a  
17 doctor's statement which indicates the estimated date of ~~confinement~~ **leave**  
18 **commencement, at least thirty (30) days in advance of the due date.** ~~and certifies~~  
19 ~~that the employee's condition permits continued performance of all duties related to~~  
20 ~~her regular assignment.~~ In the event that **the District has a reasonable belief that the**  
21 ~~employee appears to~~ **may** be unable to continue to perform all duties related to her  
22 regular assignment at any time prior to the defined period of disability, the immediate  
23 manager may ~~request a review by the district physician of the period of disability~~  
24 **require the employee to provide a certification from her physician of her ability**  
25 **to perform her duties and any work-related restrictions.**

26  
27 The usual period of ~~confinement~~ **leave** following the birth of a child is considered to  
28 be six (6) weeks. If the employee's condition varies from the usual in that she is able  
29 to resume performance of all duties related to her regular assignment at an earlier  
30 date (or if it is necessary to extend the leave beyond six (6) weeks), the employee  
31 shall present the appropriate manager with a statement from her attending physician  
32 which ~~describes her condition and the estimated length of absence~~ **either releases**  
33 **her to return to work or certifies her continued inability to work and anticipated**  
34 **duration of the leave.** The employee must obtain and furnish appropriate forms  
35 from her physician, and deliver them completed by the physician, to her principal or  
36 other manager. ~~At least three (3) weeks prior to the estimated date of return to active~~  
37 ~~employment, the employee shall notify the appropriate manager.~~ ~~When the~~  
38 ~~employee is cleared by her personal physician to return to work, she shall submit the~~  
39 ~~required health form to the district physician for review.~~ **Prior to returning to**  
40 **work, the employee shall provide a release from her physician, identifying work**  
41 **-related restrictions, if any.**

42  
43 11. **Judicial Leave.**

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

46

1 **Employees who are subpoenaed to represent the District or required to be**  
2 **deposed on behalf of the District shall be released during the school day or be**  
3 **provided their hourly rate after their duty day.**  
4

5 Employees who are released from appearance in court as witnesses, jurors, or  
6 following appearance to explain financial hardship shall report for the balance of  
7 the workday, allowing for reasonable travel time.  
8

## 9 **ARTICLE VIII - Transfers**

### 10 **C. EMPLOYER INITIATED TRANSFER REQUESTS:**

- 11 1. Changes in staffing other than those made under Section B. above shall be made  
12 whenever the District determines that there is a need (a) to reduce staff because of  
13 enrollment loss or discontinuance of a program, grade level, or school closure; (b) to  
14 balance a school staff in terms of gender, ~~ethnicity~~, teaching experience, bilingual  
15 needs, magnet programs and/or co-curricular needs. In addition, employer initiated  
16 transfers may be made for other factors confidential to the employee and Human  
17 Resource Services.  
18
- 19 2. Probationary, and ~~tenured~~ **permanent** employees may be exempted from employer  
20 initiated transfer if the change would adversely affect any of the following: (a)  
21 compliance with state and federal requirements; (b) balance of numbers of males and  
22 females on faculty/department staff; **(c) balance of numbers of males and females**  
23 **in Physical Education (PE).**  
24
- 25 4. Notwithstanding the provisions in C.2. above, employees shall not be subject to  
26 transfers at employer request if they are fifty-nine (59) years of age or older **with**  
27 **twenty (20) or more years of service to the District**, have been transferred at  
28 employer request within the previous three (3) years, or have volunteered in writing  
29 for transfer to their principal and were transferred in lieu of transfer at employer  
30 request.  
31  
32

### 33 **G. REASSIGNMENTS:**

34 The Long Beach Unified School District and the Teacher Association of Long Beach  
35 have entered into a Memorandum of Understanding for implementing reassignments  
36 dated March 8, 2018. The District and TALB will meet in January of **2019 2020 and**  
37 **2021** to review the reassignment data and evaluate the effectiveness.  
38

39 The memorandum of Understanding in part states, in the event a unit member has  
40 concerns with the reassignment, the teacher will have ten (10) working days to  
41 request a review meeting with the Director of Employee Relations Office with a  
42 clear, concise statement of the extenuating circumstances. Thereafter a review  
43 meeting will be held with the Principal's Supervisor and Human Resources  
44 Administrator. Every effort will be made to schedule the review meeting within ten  
45 (10) working days of the written request.  
46  
47  
48

1 **ARTICLE IX - Safety Conditions of Employment**

2 **I**

- 3 1. c. Reimbursement for non-insured value shall be limited to a maximum of ~~\$200~~ **\$500**  
4 per employee per year.  
5  
6 2. The District shall provide for the reimbursement of any employee’s watch and other  
7 jewelry that was damaged or destroyed as a result of an assault or intervention in a  
8 fight while acting within the scope of employment. Reimbursement will be limited  
9 to a maximum of ~~\$200~~ **\$500**.

10  
11 **R. Each school year, the District shall post updated maps indicating the name,**  
12 **location, and telephone extension of each employee at the site.**

13  
14 **S. In order to provide a safe, caring and orderly environment, the District expects**  
15 **civility from individuals engaging in school activities. Mutual respect,**  
16 **professionalism and common courtesy are essential qualities in promoting an**  
17 **educational and work environment free from disruptions, harassment, bullying**  
18 **and aggression. School district employees are expected to act in a manner that**  
19 **demonstrates their personal commitment to the highest ethical standards. The**  
20 **District Code of Ethics are contained in Board Policy 4119.21., however in a**  
21 **joint effort to ensure civility, the District and Association agree that a Joint**  
22 **Committee will be charged with the responsibility of developing civility**  
23 **language that will be proposed for consideration to the Board.**

24  
25 **ARTICLE X - Class Size and Staffing Ratios**

26  
27 **A.**

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

30  
31 **ARTICLE XI - Peer Assistance and Review Program for Teachers**

32  
33 **B. DEFINITIONS OF TERMS:**

- 34  
35 3. **Peer Assistance and Review Panel.** The Peer Assistance and Review Panel  
36 shall be comprised of nine (9) members, the majority of whom shall be teachers.  
37 Five (5) teacher members shall be appointed by the **Executive** Board of Directors  
38 of the Teachers Association. Four (4) members shall be administrators selected  
39 by the Long Beach Unified School District.  
40  
41 4. **Referred Participating Teacher.** A Referred Participating Teacher is a teacher  
42 who has achieved permanent status and who, as a result of either an interim or a  
43 final evaluation in which one or more ratings of unsatisfactory **or multiple**  
44 **developing** have been earned, demonstrates a need for assistance to improve  
45 his/her competencies in the California Standards for the Teaching Profession.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46

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

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

~~5. **Volunteer Participating Teacher.** A Volunteer Participating Teacher is a teacher who has achieved permanent status who seeks to improve his/her teaching performance and applies to the Peer Assistance and Review Panel to assign a Consulting Teacher to provide peer assistance. If approved by the Peer Assistance and Review Panel a Volunteer Participating Teacher shall be involved only in the peer assistance component of the program.~~

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

- 1. The Peer Assistance and Review Panel shall be comprised of a majority of teachers. Five (5) permanent classroom teachers shall serve on the Peer Assistance and Review Panel. Teachers participating on the panel shall be selected by the **Teacher Association of Long Beach**. In addition, there shall be four (4) administrators on the panel. These individuals will be selected by the Long Beach Unified School District.
- 2. If a teacher serving as a panel member is unable to complete his/her term because of any reason, the **Teacher Association of Long Beach** shall appoint another teacher to continue in the position. After the first year of the ~~California~~ Peer Assistance and Review Program, panel members shall upon selection, serve three-year terms.
- 4. The Peer Assistance and Review Panel shall be responsible to:
  - g. Notify Consulting Teacher applicants that they have been approved by the governing ~~b~~ **Board of Education**.
  - ~~i. Establish a process for permanent teachers to become voluntary participants in the program.~~



1 k. Review the final report prepared by the Consulting Teacher and making  
2 recommendations to the governing **Board of Education** regarding each  
3 Participating Teacher's progress in the Peer Assistance and Review  
4 Program.

5  
6 m. Recommend to the governing **Board of Education** that terms of  
7 Consulting Teachers who are not performing effectively not be renewed.  
8

9 **D. PARTICIPATING TEACHERS:**

10  
11 1. **Referred Participating Teachers:**

12  
13 a. A Referred Participating Teacher is a teacher with permanent status who as a  
14 result of one or more unsatisfactory **or multiple developing** ratings in the  
15 course of the prescribed evaluation process is referred to the Peer Assistance  
16 and Review Panel for assistance and support. This assistance and support  
17 shall be designed to strengthen the competencies in the California Standards  
18 of the Teaching Profession.  
19

20 ~~2. **Volunteer Participating Teachers:**~~

21  
22 ~~a. A Volunteer Participating Teacher is a teacher with permanent status who~~  
23 ~~seeks to improve his/her teaching performance and who volunteers to~~  
24 ~~participate in the Peer Assistance and Review Program.~~

25  
26 ~~The Volunteer Participating Teacher, who is accepted into the program,~~  
27 ~~shall be provided with peer assistance in those areas which are mutually~~  
28 ~~agreed to by the site administrator. The Volunteer Participating Teacher~~  
29 ~~may terminate his/her participation in the Peer Assistance and Review~~  
30 ~~Program at any time.~~

31  
32 ~~b. A Volunteer Participating Teacher will be provided a Consulting Teacher~~  
33 ~~from a list of available Consulting Teachers provided by the Peer~~  
34 ~~Assistance and Review Panel. Any changes in Consulting Teacher~~  
35 ~~assignments after initial placement will need to be approved by the Peer~~  
36 ~~Assistance and Review Panel.~~

37  
38 ~~c. Volunteer Participating Teachers shall be involved only in the assistance~~  
39 ~~component of this program. Evaluation shall be carried out by the~~  
40 ~~supervising administrator.~~  
41

42 **E. CONSULTING TEACHERS:**

43  
44 4. The governing board may meet in closed session to consider the appointment of  
45 any nominee to be a Consulting Teacher. The governing board may gather  
46 information it deems necessary to evaluate nominees. The governing **Board**

1                   **of Education** may reject any nominations. The final designation of any person  
2 as a Consulting Teacher shall be by action of the governing board.  
3

4                   5. Classroom observations may be conducted by members of the Peer Assistance  
5 and Review Panel or a selection team appointed by the panel **to review a**  
6 **teaching video submission** as part of the selection process for Consulting  
7 Teachers.

8                   8. Upon completion of each school year, the performance of the Consulting  
9 Teacher will be reviewed by the governing board. A Consulting Teacher  
10 assignment may be terminated if the Peer Assistance and Review Panel  
11 determines the Consulting Teacher has not performed his/her duties effectively.  
12 A Consulting Teacher not recommended to the Board shall be entitled to a  
13 conference with the chairperson of the Peer Assistance and Review Panel to  
14 be advised of the reasons and he/she may attach a written response to the report  
15 which shall be sent to the governing ~~h~~ **Board of Education**.  
16

17                   **b.** If for any reason a Consulting Teacher is unable to complete the duties of the  
18 position, the **Peer Assistance and Review Panel** ~~Board of Education~~ may  
19 select an alternate teacher from a list approved by the Peer Assistance and  
20 Review Panel.  
21

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

24                   9. As indicated above, a copy of the Summary Report shall be placed in the  
25 personnel file of the Referred Participating Teacher, and the document may be  
26 reflected in the final evaluation of the Referred Participating Teacher **as a**  
27 **means of support**.  
28

29 **G. ANNUAL STIPEND FOR CONSULTING TEACHERS:**  
30

31                   2. The stipend shall be paid at the **end of each semester** ~~calendar quarter~~. Federal  
32 and State income taxes will be deducted from each stipend payment as required  
33 by law.  
34

35 **ARTICLE XII - Evaluation Procedure**  
36

37 **A. FREQUENCY.** Evaluation and assessment of the performance of employees shall  
38 be made on a continuing basis at least once each school year for temporary and  
39 probationary personnel and at least once every other year for employees with  
40 permanent status. **Employees may elect to complete their evaluation forms**  
41 **either manually or online. The district and TALB will assess the online**  
42 **evaluation usage and select the best option for future years based on the**  
43 **evaluation usage, security, and effectiveness.**  
44  
45

1 **ARTICLE XVIII - Term of Agreement**

- 2  
3 A. Full Contract shall be open for **2021-2022**, with reopeners for 2019-2020 and 2020-  
4 2021 on Article VI and three articles selected by each party.  
5

6 **APPENDIX A - Calendars**

7  
8 The Long Beach Unified School District and the Teachers Association of Long Beach shall  
9 collaborate in the development of ~~both the traditional and year round (60/20 and 60/15)~~  
10 ~~calendars for the years 2016-2017, 2017-2018, 2018-2019.~~ These calendars shall be  
11 agreed to **two calendar years in advance**. ~~by March 31, 2016. Each unit member will~~  
12 ~~receive a copy of the applicable school calendar annually.~~

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

15  
16 **APPENDIX B - Salaries**

17  
18 **Salary:**

19  
20 **2%** increase to bargaining unit salary schedules, stipends, and rates of pay for **2018-2019**  
21 retroactive to July **1, 2018**. An additional one time off schedule payment of 1% for **2018-**  
22 **2019** based on the unit members' earnings for the **2018-2019** fiscal year.  
23  
24

25 **APPENDIX D - National Board Certification**

26  
27 2. Applicants must possess a baccalaureate degree from an accredited institution and a  
28 clear credential and have at least three years of successful classroom teaching  
29 experience **as a regular contract teacher**.  
30

31 6. The initial assessment fee for National Board Certification is ~~currently~~  
32 **approximately** \$2,200. ~~Following approval by the Oversight Committee for~~  
33 ~~National Board Certification, all candidates shall apply to the California State~~  
34 ~~Department of Education to participate in the Candidate Subsidy Program. Limited~~  
35 ~~federal funding is available through this program in the amount of a \$1,000 subsidy.~~  
36 ~~While all candidates may not be awarded this subsidy, it is the goal of both the~~  
37 ~~District and the Association to minimize the cost of assessment fee expense to the~~  
38 ~~District by making maximum utilization of available alternative resources. For~~  
39 ~~participants who are advanced to the District Candidacy Program for National Board~~  
40 ~~Certification, the District shall provide compensation for all initial assessment fee~~  
41 ~~expenses and one retake in a section not funded by alternative resources.~~  
42

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

1  
2 If teachers holding National Board Certification choose, they may serve as  
3 designated master teachers under the direction of the Assistant Superintendent,  
4 Curriculum, Instruction, and Professional Development. In this role teachers shall  
5 be expected to provide sixty (60) hours of service outside the employee's regularly  
6 assigned work year. Service shall be in one or more of the following areas:

- 7 a. Assistance and guidance to new teachers and/or teacher trainees.
- 8 b. Assistance and guidance to experienced teachers upon mutual agreement of  
9 the parties.
- 10 c. **Assistance to National Board pre-candidates, candidates, or advanced**  
11 **candidates.**
- 12 d. Professional development activities.
- 13 e. Curriculum development.
- 14 f. **Provide direct support to students outside of my regular contract day in**  
15 **intervention or after school programs.**

16  
17 **APPENDIX E - Structured Leadership Roles**

18 Teachers serving in any of the structured leadership roles identified in this memorandum  
19 shall be compensated according to the provisions of Schedule V in the Certificated Non-  
20 Management Salary Schedules. ~~Schedule V is provided immediately below for reference~~  
21 ~~purposes.~~

22  
23 ~~Schedule V~~  
24 ~~Additional Amount~~  
25 ~~Leadership Differentials~~

<del>10.40 QW</del>	<del>13.00 QW</del>
<del>School Month Basis</del>	<del>Year Round Basis</del>
<del>Step A ——— 109.21</del>	<del>87.36</del>
<del>Step B ——— 218.43</del>	<del>174.75</del>
<del>Step C ——— 655.32</del>	<del>524.27</del>

31  
32 **APPENDIX F – Sick Leave Donation Program**

33  
34 **Application and Approval Process for Extended Sick Leave:**

- 35  
36 1. In the event a bargaining unit employee suffers a catastrophic illness or injury, he/she  
37 shall notify his/her immediate supervisor or the payroll clerk at his/her work site as  
38 to the reason for his/her absence and identify said reason as a catastrophic illness or  
39 injury. A catastrophic illness or injury is defined as **an imminent or potentially** life-  
40 threatening illness or injury. A *Request to Participate in Sick Leave Donation*  
41 *Program*, shall be submitted by the affected employee to his/her principal/site  
42 administrator or his/her designee before paid sick leave is exhausted. Medical  
43 verification of the catastrophic illness or injury shall be provided by the requesting  
44 employee at the time the *Request to Participate in Sick Leave Donation Program*  
45 form is submitted.

1 **APPENDIX H - Shared Decision Making**

2  
3 A. Unit members may apply for available grade level, teacher council representative,  
4 department head, or SLC lead teacher positions at their school site. Openings and the  
5 requirements of the positions will be posted by the site administrator on the designated  
6 staff bulletin board and emailed to all school faculty. To qualify for consideration,  
7 applicants must have received at least ~~an satisfactory or~~ effective rating in their most  
8 recent evaluation and meet the job description requirements.  
9

10 The site administrator will identify the three top qualified candidates for each posted  
11 position based on the posting requirements. Thereafter, an election will be conducted  
12 at the site by unit members to determine which candidate will be selected. Selection  
13 will be based on a majority vote by affected bargaining unit members for a one-year  
14 term.  
15

16 **In the event that a teacher serving in one of these leadership positions is not**  
17 **meeting the leadership job requirements, administration will meet with the**  
18 **leader in a timely manner to address areas of growth. Areas of growth must be**  
19 **identified in objectives terms such as missing required meetings, failure to hold**  
20 **department/pathway/grade level meetings, or failure to respond to administrator**  
21 **or teacher email. A plan will be developed to ensure improvement. A follow-up**  
22 **meeting shall occur to evaluate growth. If improvement has still not occurred,**  
23 **the leader will be notified that he/she is ineligible to run for a leadership position**  
24 **in the coming school year.**  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35

36 **Dated:** \_\_\_\_\_

**Dated:** \_\_\_\_\_

37  
38  
39  
40  
41  
42 **By:** \_\_\_\_\_  
43 **FOR THE DISTRICT**

**By:** \_\_\_\_\_  
**FOR TALB**

**Long Beach Unified School District and  
Teachers Association of Long Beach  
March 8, 2018**

**MEMORANDUM OF UNDERSTANDING FOR K-12**

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

1. By February 15, the principal will survey staff to inquire about possible retirements, resignations, transfer requests, and requests for reassignment. A reassignment refers to a change in a teacher assignment within a worksite (grade level, subject matter, or other configuration).
2. Prior to a final decision regarding reassignment, the principal will meet with the teacher to discuss the reason for reassignment and solicit input.
3. Every effort will be made to notify teachers of the reassignment on or before May 1. In the event that notification is not possible, every effort will be made to notify teachers at least fourteen (14) days before the reassignment begins. During the period of leveling classroom enrollment at the start of the school year, reassignments will be made within the first twenty (20) days.
4. Once teachers are notified of their reassignment at their current site, the principal will meet with the teacher to discuss the transition plan and move, which may include:
  - a. Assistance from custodial staff if needed;
  - b. Acquisition of instructional material;
  - c. Collaboration, professional development, new-to-grade-level/subject coaching, or site support as needed.
5. In the event a unit member has concerns with the reassignment, the teacher will have ten (10) working days to request a review meeting with the Director of Employee Relations. This request must be presented in writing to the Employee Relations office with a clear, concise statement of the extenuating circumstances. Thereafter a review meeting will be held with the Principal’s Supervisor and Human Resources Administrator. Every effort will be made to schedule the review meeting within ten (10) working days of the written request.
6. The District and TALB will meet in January of 2020 and 2021 to review the reassignment data and evaluate the effectiveness of these Guidelines.
7. This MOU shall remain in effect from the date of ratification by TALB and LBUSD Board approval and extend through June 30, 2021.

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
FOR THE DISTRICT

By: \_\_\_\_\_  
FOR TALB

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

**February 22, 2019**

**MEMORANDUM OF UNDERSTANDING**

The Long Beach Unified School District (“District”) and the Teacher Association of Long Beach (TALB) enter into this Memorandum of Understanding (“MOU”) and agree as follows:

1. For the 2019-2020 school year, the District will set aside up to \$130,000 in an earmarked account to cover the estimated cost of the mandated Applied Behavioral Analysis (ABA) program which has been added to the District’s PPO Health Plan.
2. This MOU is not precedent setting, and shall not obligate the District to set aside any further funds to cover other added mandated health benefit programs.

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
FOR THE DISTRICT

By: \_\_\_\_\_  
FOR TALB

