

**Tentative Agreement Between  
the Long Beach Unified School District  
and the Teachers Association of Long Beach,  
K-12**

**December 3, 2015**

The Long Beach Unified School District (District) and the Teachers Association of Long Beach (TALB) have completed negotiations for the 2015-2016 school year and have agreed to maintain the provisions of the current collective bargaining K-12 contract for 2015-2016, except as follows:

**ARTICLE II Recognition of Exclusive Representative**

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

**Article V: Days and Hours**

**A 14** (Renumber following paragraphs)

**Establish a joint District/TALB Committee to review the electronic grading and communication systems. The committee will convene no later than June 2016. The Committee will be comprised of five (5) TALB-appointed members and five (5) District-appointed members. The committee will explore the electronic grading options, frequency of reporting, potential trainings, and mitigating technology needs. The recommendation of the Committee shall be submitted to the District and TALB for negotiations during the 2016-2017 school year with the objective of implementation effective 2017-2018 school year.**

**Article VI: Compensation**

**A Salaries**

**5% increase to bargaining unit salary schedules, including annual career increments, stipends, and rates of pay retroactive to July 1, 2015.**

**A7 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 ~~1999-2000~~ **2015-16**, the allowance is ~~\$624~~ **\$1,015**. 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.

- B6**            c.    **PPO Comprehensive Major Medical: ~~Lifetime maximum of one million dollars (\$1,000,000)~~**

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

### **Article VII: Leaves**

#### **Section VII.B –Leaves of Absence Without Pay:**

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

#### **Section VII.C –Leaves of Absence With Pay:**

##### **3. Sick Leave**

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

.5 day = 4 hours leave  
1.0 day = 8 hours leave  
5.0 days = 40 hours leave  
10.2 days = 81.60 hours leave  
10.5 days = 84.00 hours leave

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

204-day employees: 10.2 days (81.60 hours)  
212-day employees: 10.5 days (84.00 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) of sick leave.
- 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, spouse, or registered domestic partner of the employee. This leave shall be prorated for part-time unit members.**
- a. One (1) hour of sick leave is granted for each eighteen (18) hours 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.
- b. An employee who claims sick leave may be required to execute a certificate or declaration to the effect that he/she was actually ill or injured on that day(s) before such sick leave may be paid.

Sick leave shall not normally be taken for minor elective or cosmetic surgery. Exceptions may be approved by the district physician.
- g. When the District determines that an employee's health condition may be impairing job performance, Human Resource Services shall have authority to direct the employee to have a medical examination by the district physician, by a District-appointed physician at District expense, or by an employee-selected physician approved by the district physician and to be paid by the employee.
- h. If a certificated employee under contract does not take the full amount of sick leave allowed in any school year, the amount not used is accumulated from year to year, and accrued sick leave is credited toward time served for retirement purposes.
- 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 warrant.

- j. Any bargaining unit member suffering from a catastrophic illness or injury who has exhausted all accrued sick leave may request sick leave donations under the Sick Leave Donation Program. A request to participate is submitted to the employee's principal/site administrator. Procedures for both the receipt and distribution of donated sick leave are provided as part of the Sick Leave Donation Program, which is Appendix G in this contract.
4. **Personal Necessity Leave:** (Use of Sick Leave for personal necessity.)
  - a. (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.
8. **Maternity Leave.** *[Recommend changing all references to "maternity" in this section to "pregnancy-related disability" to distinguish it from the new "maternity leave" under Education Code section 44977.5.]*
9. **Adoption of a Child.** The District shall grant a leave of absence for the purpose of adopting a child under the age of ~~six (6)~~ 18 years ~~except in the case of a special needs child, the age of the child shall not be a consideration.~~
  - a. Adoption leave is charged to sick leave balances.; ~~if~~ For the first six weeks of adoption leave, the employee may use current and accumulated full-pay sick leave. For the remaining adoption leave, ~~and~~ the employee shall use available statutory sick leave benefits at the substitute differential pay [half pay] rate described under Section C.10 of this Article. If statutory sick leave at the substitute differential [half] pay rate ~~are~~ is exhausted in the course of this leave, the remaining time ~~that~~ the employee continues on adoption leave shall be in a leave-without-pay status. Statutory sick leave used for purposes of adoption leave shall be deducted from the employee's five month allotment of statutory sick leave for the school year in which the leave occurs. If a school year terminates before the 12 week adoption leave period is exhausted, the employee may take the balance of the 12 week period in the subsequent school year.
  - b. The maximum length of an adoption leave shall be in ~~six (6)~~ 12 work weeks ~~in length.~~
  - c. In advance of the adoption, the employee shall notify the appropriate manager of the anticipated beginning and ending dates of the absence.
  - d. Following the adoption the employee shall provide to the appropriate manager written verification of significant dates in the adoption process.

*New Section:*

**10. Maternity and Paternity Leave for Child Bonding/Child Care**

- a. Pursuant to Education Code section 44977.5, when an employee takes maternity or paternity leave under the Family and Medical Leave Act (FMLA) and/or California Family Rights Act (CFRA), he or she may use, concurrently with the unpaid FMLA and/or CFRA leave entitlement, up to 12 workweeks of substitute differential [statutory half pay] leave available under Section VII.C.5. The 12 workweeks shall be reduced by any period of paid sick leave, including accumulated sick leave, taken during a period of maternity or paternity leave pursuant to this Article or CFRA (Government Code § 12945.2).
- b. An employee shall not be provided more than one 12-week period of paid absence per maternity or paternity leave. However, if a school year terminates before the 12-week period is exhausted, the employee may take the balance of the 12-week period in the subsequent school year.
- c. For purposes of this Article, “maternity or paternity leave” means child bonding or child care leave taken within the first 12 months following the birth of a child of the employee or the placement for adoption or foster care of a child by the employee, as provided in the CFRA.
- d. Leave taken under this section shall be in addition to leave taken due to disability caused by pregnancy, childbirth or related medical conditions.
- e. Leave under this section shall include any leave taken under Section VII.C.9 for the adoption of a child.

- 11. Judicial Leave.** A paid leave of absence shall be granted to an employee required to render jury service. If an employee is summoned to appear for jury duty during his/her work year, the employee shall, upon verification of service, be compensated. In the interests of supporting continuity of instruction, both the Association and the District encourage employees to postpone jury duty **during non-work days** ~~to a time outside of their work year~~. If an employee receives such a postponement, the District, upon receipt of verification, shall compensate the employee at a rate of \$75 per day for jury duty served ~~outside of the employee’s work year~~ **during non-work days**.

**ARTICLE IX: SAFETY CONDITIONS OF EMPLOYMENT**

- P 4.** The inclusion of the word “theft” above is temporary to allow the District to

evaluate its cost impact. The word “theft” shall be removed from the contract beginning July 1, 2016 2017, unless extended by mutual written agreement of the District and Association.

**ARTICLE X: CLASS SIZE AND STAFFING RATIOS**

A. The following class size maximums shall be adhered to:

<u>Level, Grade, or Subject</u>	<u>Maximum Class Sizes</u>
<b><u>Elementary</u></b>	
Kindergarten	32*
Grades 1-3	30*
Grades 4-5	35
Combinations K-3	28*
<b>Combinations 3-4</b>	<b>28*</b>
Combinations 4-5	33

**Article XI: Peer Assistance and Review Program for Teachers**

District proposes to implement the following MOU:

Re: Reestablishing and revising the Peer Assistance and Review Program in Article XI, of the existing K-12 Agreement between the Long Beach Unified School District and the Teachers Association of Long Beach.

The Teachers Association of Long Beach and the Long Beach Unified School District support the highest possible quality of education. Both new and experienced teachers benefit from professional support provided by other classroom teachers. For that purpose, peer assistance involves activities planned and implemented by the Consulting Teacher in collaboration with the Participating Teacher and the supervising administrator. These activities are designed to strengthen the Participating Teacher's skill and expertise. In an effort to reestablish Peer Assistance and Review Program, the District and the Teachers Association agree to the following:

A joint Peer Assistance and Review Committee (PARC) will be established during the 2015-2016 school year to review the language, explore external models that are working successfully, and develop recommendations for the reestablishment of a Peer Assistance and Review Program. The Committee will be comprised of five (5) TALB-appointed members and five (5) District-appointed members. The recommendation of the Committee shall be submitted to the District and TALB on or before April 15, 2016.

## **ARTICLE XV: EFFECT OF AGREEMENT**

2. B. **Back to School and Open House shall be excluded from the waiver process and decided annually at the site level supported by at least two-thirds (2/3) of the affected bargaining unit employees who actually vote on the proposed change and with the endorsement of the principal and appropriate assistant/deputy superintendent.**

## **ARTICLE XVIII: TERM OF AGREEMENT**

Extend the term of the certificated collective bargaining agreement through **June 30, 2018** with reopeners for **2016-2017 and 2017-2018** on Article VI and three articles selected by each party.

## **APPENDIX A: CALENDARS**

The Long Beach Unified School District and the Teachers Association of Long Beach shall collaborate in the development of both traditional and year-round (60/20 and 60/15) calendars for the years ~~2008-2009, 2009-2010, 2010-2011, 2011-2012, 2012-2013, 2016-2017, 2017-2018, 2018-2019~~. These calendars shall be agreed to by ~~March 31, 2007~~ **March 31, 2016**. Each unit member will receive a copy of the applicable school calendar annually.

## **APPENDIX B: SALARIES**

### **A. REQUIREMENTS RELATIVE TO INITIAL PLACEMENT ON SALARY SCHEDULES:**

#### **Teaching Experience:**

- a. **Adjustment for Previous Experience.** Official Verification of satisfactory K-12 credentialed teaching experience must be provided within the first three years of employment with the District. If an employee is hired by September 1 of the first year of employment, verification must be received in Human Resource Services by November 1 and salary schedule placement adjustment is retroactive to the beginning of that ~~fiscal~~ **duty** year. If verification is received after November 1, salary schedule placement adjustment will be effective the following pay period.  
If an employee is hired after September 1 of the first year of employment, verification must be received in Human Resource Services within sixty (60) **calendar** days of initial date of employment and salary placement adjustment is retroactive to the initial date of employment.
- b. Nurses and school librarians are given one (1) year of credit for one (1) year of full-time work experience in a non-school setting as a nurse or as a librarian. ~~up to a maximum of four (4) years per Section 2.a. above.~~

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

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

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

4. **Salary Schedule Placement:**

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

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

**B. CREDIT ON THE SALARY SCHEDULE FOR ADVANCED WORK:**

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



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

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

**C. SALARY INCREMENTS:**

3. A certificated employee who has a leave of absence (a) to serve as a member of the Peace Corps outside the United States, the Domestic Peace Corps (Volunteers in Service to America), or the Job Corps; (b) to teach in a foreign country; or (c) to take advanced professional and academic training is entitled to an increment the same as though he/she had been regularly employed. To receive such increment, the service or study during the period of leave must be verified. In order to qualify for the increment following a leave of absence for advanced professional and academic training, an employee shall verify that he/she undertook a full load as defined by the institution attended. A transcript of work taken and grades earned shall be filed within sixty (60) **calendar** days of returning to duty. If verification is received after sixty (60) **calendar** days, salary schedule placement adjustment will be effective the following pay period.

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

1. When a stipend is paid for participation in an in-service activity, the hourly rate shall be ~~\$30.08~~ **in accordance with salary schedule No 80A.**

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

2. When a stipend is paid for serving as a presenter outside of the workday at an inservice activity, **the hourly presenter rate** ~~the rate is currently \$47.46 per hour~~ or the regular hourly rate, whichever is higher. This rate includes documented and pre-approved preparation time outside of the workday for the planning of new presentations. This planning time shall also be paid at the same rate.

## **APPENDIX D: NATIONAL BOARD CERTIFICATION**

4. Applicants must sign an agreement to participate in a pre-candidacy support program which will require attendance at a minimum of ~~two (2)~~ **one (1)** meetings each month over a six (6) month program. Participants will be provided release time for required meetings held during the school day.
  
6. The initial assessment fee for National Board Certification is currently \$2,300 **\$2,200**. Following approval by the Oversight Committee for National Board Certification, all candidates shall apply to the California State Department of Education to participate in the Candidate Subsidy Program. Limited federal funding is available through this program in the amount of a \$1,000 subsidy. While all candidates may not be awarded this subsidy, it is the goal of both the District and the Association to minimize the cost of assessment fee expense to the District by making maximum utilization of available alternative resources. For participants who are advanced to the District Candidacy Program for National Board Certification, the District shall provide compensation for all **initial** assessment fee expenses and **one retake in a section** not funded by alternative resources.
  
10. Employees who accept designated master teacher status **and whose most recent final evaluation is effective in all areas** shall receive additional compensation at a rate of an additional five (5) percent of the base salary.

## **APPENDIX E: STRUCTURED LEADERSHIP ROLES (MOU)**

### **Curriculum, Instruction, and Professional Development**

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

Schedule V  
**Additional Amount**  
Leadership Differentials

	10.20 40 QW		13.00 QW
	<u>School Month Basis</u>		<u>Year-Round Basis</u>
Step A	<del>89.35</del> <b>109.21</b>		<del>70.11</del> <b>87.36</b>
Step B	<del>178.71</del> <b>218.43</b>		<del>140.22</del> <b>174.75</b>
Step C	<del>536.14</del> <b>655.32</b>		<del>420.67</del> <b>524.27</b>

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

1. ~~Elementary School Literacy/Step C~~
2. ~~Middle/High School Literacy/Step C~~
3. Science/Step C
4. ~~Foreign World Language/Step C~~
5. Physical Education/Step C
6. Art (50 percent)/Step C
7. Music (50 percent)/Step C
8. ~~Education Technology (interim appointment limited to ten (10) schools)/Step/Step C~~
9. ~~Health (50 percent)/Step C~~
10. ~~History/Social Science/Step C~~
11. ~~Special Education/Step C~~
12. ~~Library Services/ Step C~~
13. ~~College and Career Readiness/Step C~~

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

#### Special Education Leadership Positions

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

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

~~Monitoring and assessment of individuals serving in the role of Lead Teacher shall be performed by the supervising administrator and shall be included as part of the regular evaluation process.~~

~~The principal and the Assistant Superintendent of Special Education shall annually review the performance of individuals serving in Lead Teacher positions for the purpose of determining whether individuals shall continue in this assignment for the following year.~~

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

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

## **APPENDIX G: DISTRICT INTERNET AND ELECTRONIC MAIL GUIDELINES AND PROCEDURES (MOU)**

### **District Technology ~~Internet and Electronic Mail~~ Guidelines and Procedures for Represented Certificated Staff**

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

Represented certificated employees are responsible for following generally accepted social standards for use of a publicly owned and operated communication tool **which includes various technology systems such as the Internet**. Represented certificated staff will maintain high standards of ethical conduct while using ~~the system~~ **all District technology systems**. Examples of unethical, unacceptable use of District technology equipment include the following:

- Sending, displaying, or accessing pornographic, abusive, obscene, or other objectionable language, graphics, or other media
- Unauthorized disclosure, use, and dissemination of personal information about students or employees

- “Hacking” or otherwise engaging in unlawful **computer or technology oriented** activities ~~while online~~
- Using obscene language
- Harassing, insulting, or attacking others
- Intentionally damaging computers, computer systems, data, files, information or computer networks
- Violating copyright laws
- Using or distributing another’s password
- Trespassing in another’s **digital** folders, ~~work~~, or files
- Intentionally wasting limited resources
- Employing the network for outside business or commercial purposes
- Sending or ~~receiving~~ **requesting** of unethical, illegal, immoral, inappropriate, or unacceptable information of any type
- Engaging in activities that cause disruption to **District technology** ~~the network or its~~ systems
- Attempting to bypass **District technology** ~~the system~~ security measures
- Reposting or forwarding without the permission of the sender a message sent to you privately which is of a confidential nature or one clearly designed to be read by a limited number of selected recipients
- Posting chain letters or engaging in “spamming” – i.e., sending an annoying or otherwise unnecessary message to a large number of people

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

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

The Long Beach Unified School District respects the privacy of all certificated teacher users. System administrators and their staff may not log on to a user’s account or view a user’s files without explicit permission from the user (~~for example, by setting file access privileges~~). Exceptions arise when the user’s account is suspected either of disrupting or endangering the security or integrity of any **District technology** ~~network~~ systems or services or of violations of applicable school district policies, federal or state law. Even then, the system administrator must

normally obtain prior approval of the **Executive Director of Information Services or the Deputy Superintendent of Education Services** unless grave danger to the continued operation of the **District's technology systems** requires emergency action.

This does not preclude ~~system administrators~~ **Technology and Information Services staff** from maintaining and monitoring system logs of user activity ~~from within the District firewall on school district property~~ **which access District technology systems**. Moreover, automated searches for **activities files** that endanger system security or integrity are performed regularly to protect all users. **Technology and Information Services System administrators** may take appropriate action in response to detection of such **activity files** (typically removal of ~~these~~ **infected** files and possibly suspension of the user's accounts until the matter can be resolved).

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

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

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

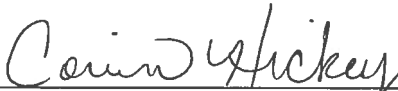
Represented certificated staff acknowledge that they share responsibility for any and all use of the District's **technology systems** ~~computer network~~ and that misuse could lead to liability and/or consequences that extend beyond the District's authority. The Long Beach Unified School District and its represented certificated staff members shall be held harmless from any use or misuse of **District technology systems** ~~the computer network~~ by students. Long Beach Unified School District makes no warranty of any kind, whether expressed or implied, for the service that it is providing. Long Beach Unified School District will not be responsible for any damage users may suffer including, but not limited to, loss of data or interruptions of service as a

and/or consequences that extend beyond the District's authority. The Long Beach Unified School District and its represented certificated staff members shall be held harmless from any use or misuse of **District technology systems** ~~the computer network~~ by students. Long Beach Unified School District makes no warranty of any kind, whether expressed or implied, for the service that it is providing. Long Beach Unified School District will not be responsible for any damage users may suffer including, but not limited to, loss of data or interruptions of service as a consequence of equipment failure, either on or off District property. Long Beach Unified School District and its represented certificated employees are not responsible for the accuracy or quality of the information obtained through or stored on the system.

DATE: 12-3-15

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FOR THE DISTRICT

  
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FOR TALB