

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

6
7 Replacement service may be required when another teacher is absent, no substitute is
8 immediately available and, in the judgment of the administrator, no other certificated
9 employee is available. Over the course of the school year the site manager shall
10 distribute these occasional replacement assignments as equitably as possible among
11 all available non-classroom certificated personnel and unit members. A record of
12 equitable assignments shall be accessible to employees. When a unit member is
13 assigned to provide such replacement service, the first two (2) hours, cumulative, per
14 school year of such service shall be deducted from the employee's maximum
15 expectancy (twenty-four [24] hours per semester) **(twenty [20] hours per semester**
16 **or forty (40) per year)** for adjunct duties. When a unit member is assigned to
17 provide replacement service in excess of two (2) hours, cumulative, the unit member
18 shall be paid for such excess service at the substitute hourly rate, **Schedule N P**, and
19 shall be required to remain on-site after his/her duty day for an equivalent
20 number of minutes of preparation.

21 22 **14. Electronic Grading and Communication System Committee**

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

31 **At the secondary level, an online gradebook shall be maintained and updated**
32 **by the unit member at least each month, or more frequently as determined by**
33 **the Site Shared Decision Making Committee. Grades shall be submitted**
34 **electronically by the unit members at all grade levels at the designated reporting**
35 **periods. Grading guidelines and reporting period dates shall be provided at the**
36 **beginning of the school year by the site administrator or designee. Any**
37 **technology failure shall be reported immediately by the affected unit member**
38 **to the site administrator and/or designated support personnel (e.g. help desk).**

39 40 41 ~~C. **ADDITIONAL CONSIDERATION FOR YEAR-ROUND SCHEDULES:**~~

- 42
43 ~~1. **Roving Teachers.** Roving teachers agree to change classrooms approximately~~
44 ~~every four weeks to enable three other teachers to remain in/return to the same~~
45 ~~classroom throughout the year. An employee identified as a roving teacher at~~
46 ~~a year-round site will be entitled to utilize a total number of classroom aide~~
47 ~~hours which is ten (10) percent greater than the total number of classroom aide~~
48 ~~hours allocated to other teachers in the same grade level (elementary) or the~~
49 ~~same subject area (middle school) at the same school site. In addition, roving~~

1 teachers may be given some special considerations developed cooperatively at
2 the site; i.e., no recess or hall duty, assistance with bulletin boards, single level
3 classes, reduction of adjunct responsibilities, etc.

4
5 Roving teacher assignments will be filled by volunteers. In the event that there
6 is not a volunteer roving teacher, all four teachers may be required to change
7 classrooms when returning from intersession. Except in the most extraordinary
8 circumstances, teachers serving in their initial year in the profession will not be
9 assigned to a roving position.

10
11 ~~2. It is not the intent of the District that employees be arbitrarily reassigned or~~
12 ~~rotated from one track to another.~~

13
14 ~~3. At a minimum, the District shall provide one movable storage unit per four~~
15 ~~classroom teachers. Each teacher shall be assigned a storage space which can~~
16 ~~be locked.~~

17
18 ~~4. It is the goal of the District that the temperature of the classroom will be~~
19 ~~conducive to teaching and learning throughout the school year. At a minimum,~~
20 ~~some type of mechanical cooling device will be available for each classroom at~~
21 ~~each year round school site.~~

22
23 ~~3. The parties recognize that some factors that relate to year round scheduling at~~
24 ~~the middle school and are within the scope of bargaining may not have been~~
25 ~~addressed. Should problems arise because of such unanticipated factors, the~~
26 ~~parties agree to meet for the purpose of resolving those issues.~~

27
28 ~~6. With the approval of the site administrator, teachers may exchange days with~~
29 ~~other teachers who are on different tracks or calendars at the same school site.~~
30 ~~Participating teachers shall submit a signed agreement indicating the days they~~
31 ~~are exchanging at least five days in advance of the exchange to the site~~
32 ~~administrator for approval. Teachers who are unable to fulfill the conditions of~~
33 ~~the agreement shall be charged appropriate leave for those days on which they~~
34 ~~were absent and which they were not able to make up. The District will not be~~
35 ~~held liable for a teacher who does not fulfill his/her exchange days.~~

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38
39 **ARTICLE VI: Compensation**

40
41 **APPENDIX B: Salaries**

42
43 Salary:

44 2% increase to bargaining unit salary schedules, stipends, and rates of pay retroactive to
45 July 1, 2016. An additional one time off schedule payment of 1% based on the unit
46 members' earnings for the 2016-2017 fiscal year.

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49

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

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

5 4. ~~The inclusion of the word “theft” above is temporary to allow the District to~~
6 ~~evaluate its cost impact. The word “theft” shall be removed from the contract~~
7 ~~beginning July 1, 2017, unless extended by mutual written agreement of the~~
8 ~~District and Association.~~

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13 **Article X: Class Size and Staffing Ratios**

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15 F. The special education special day class **annual cumulative** average for the District
16 (~~exclusive of adapted physical education~~) will be a maximum of fourteen (14). No
17 special day class shall exceed a per class maximum of eighteen (18) pupils. On or
18 about the 15th day of October, December, February and April, the Assistant
19 Superintendent, Office of School Support Services, shall meet with the Association
20 to review the special day class average and maximums.
21
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23
24

25 **ARTICLE XI: Peer Assistance and Review Program for Teachers**

26
27 A. **PURPOSE OF THE PROGRAM:** The Teachers Association of Long Beach and
28 the Long Beach Unified School District support the highest possible quality of
29 education. In order for students to succeed in learning, teachers must succeed in
30 teaching. Teachers who are referred to or who volunteer for the Peer Assistance and
31 Review Program are valuable professionals who shall be provided the best resources
32 and support for improving and strengthening their instructional performance.
33

34 B. **DEFINITIONS OF TERMS:**

- 35
36 1. **Peer Assistance.** Both new and experienced teachers benefit from
37 professional support provided by other classroom teachers. For the purposes
38 of this Article, peer assistance describes activities planned and implemented
39 by the Consulting Teacher in collaboration with the Participating Teacher and
40 the supervising administrator. These activities shall be designed to
41 strengthen the Participating Teacher's skill and expertise in the following
42 ~~areas:~~ **California Standards for the Teaching Profession:**
43 **1. Engaging and Supporting All Students in Learning**
44 **2. Creating and Maintaining Effective Environments for Student**
45 **Learning**
46 **3. Understanding and Organizing Subject Matter for Student Learning**

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- 4. **Planning Instruction and Designing Learning Experiences for All Students**
- 5. **Assessing Students for Learning**
- 6. **Developing as a Professional Educator**
 - a. ~~Mastery of content~~
 - b. ~~Instructional skills and techniques~~
 - c. ~~Adherence to content standards and curricular objectives~~
 - d. ~~Classroom management~~
 - e. ~~Lesson design and presentation~~
 - f. ~~Assessment of student progress toward established standards~~
 - g. ~~Appropriate learning environment~~

- 2. **Peer Review.** Peer review describes a process by which the Consulting Teacher shall monitor, guide, and support the progress of one or more assigned Referred Participating Teachers toward ~~a satisfactory~~ **an effective** level of classroom performance. The review process shall include the following:
 - a. Collaboration between the Consulting Teacher and the Referred Participating Teacher in developing mutually agreeable performance goals for the Referred Participating Teacher.
 - b. Monthly written reports to the Referred Participating Teacher which shall be shared with the Peer Assistance and Review Panel and the supervising administrator.
 - c. A collaborative and cooperative relationship between the Consulting Teacher and the administrator who supervises the Participating Teacher to whom the Consulting Teacher is assi

- d. A **non-evaluative** Summary Report prepared by the Consulting Teacher which shall be provided to the Referred Participating Teacher, the Peer Assistance and Review Panel, and the supervising administrator. A copy of the Summary Report shall be placed in the personnel file of the Referred Participating Teacher and the Summary Report may be reflected in ~~either an interim and/or a~~ **the** final evaluation of the Referred Participating Teacher. ~~Both the interim and~~ **T**he final evaluations of the Referred Participating Teacher shall be completed by the supervising administrator.
3. ~~**Determination of Unsatisfactory Rating.** If an alternative rating system is employed on a pilot basis, the Association and the District shall agree prior to implementation what rating is equivalent to unsatisfactory if, in fact, the term “unsatisfactory” is not used in the pilot rating system.~~
4. **Peer Assistance and Review Panel.** The Peer Assistance and Review Panel shall be comprised of nine (9) members, the majority of whom shall be teachers. Five (5) teacher members shall be appointed by the Board of Directors of the Teachers Association. Four (4) members shall be administrators selected by the Long Beach Unified School District.
5. **Referred Participating Teacher.** A Referred Participating Teacher is a teacher who has achieved permanent status and who, as a result of either an interim or a final evaluation in which one or more ratings of unsatisfactory have been earned, demonstrates a need for assistance to improve his/her ~~instructional skills and techniques, mastery of content, lesson organization and presentation, adherence to curricular objectives and standards, assessment of student progress toward established standards, suitable learning environment and classroom management~~ **competencies in the California Standards for the Teaching Profession.**

A teacher with permanent status who is not initially assigned to the Peer Assistance and Review Program and who receives 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.

6. **Volunteer Participating Teacher.** A Volunteer Participating Teacher is a teacher who has achieved permanent status who seeks to improve his/her teaching performance and ~~requests~~ **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 a** Volunteer Participating Teacher shall be involved only in the peer assistance component of the program.
7. **Beginning Participating Teachers.** ~~All newly employed classroom teachers possessing a preliminary credential with fewer than two years of fully credentialed teaching experience shall participate in a peer assistance program. In addition, classroom teachers who possess a pre intern certificate, an intern credential, or an emergency permit shall also participate in a peer assistance program. Beginning Participating Teachers shall only be involved in the peer assistance component of this program.~~
8. **Consulting Teacher.** A Consulting Teacher is a permanent classroom teacher selected by the Peer Assistance and Review Panel to provide support to a Participating Teacher and/or to assume additional responsibilities determined as appropriate by the Peer Assistance and Review Panel or the District. These responsibilities may include:
 - a. ~~Assistance and guidance to new teachers and/or teacher trainees.~~
 - b. Assistance and guidance to experienced teachers upon mutual agreement of the parties.
 - c. Staff development activities appropriate for certificated employees ~~and including student teachers.~~
 - d. ~~Development of curriculum.~~ **Collaborative lesson planning**

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 Association. 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 Association 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.
3. The Peer Assistance and Review Panel shall establish its own meeting schedule. A quorum requires two-thirds (2/3) of the members be present and that the majority of those present shall be members of the Association. Such meetings shall take place during the regular workday. Teachers who are members of the panel shall be

released from their regular duties to attend meetings. If, in carrying out their responsibilities, ~~as members of the panel~~ ~~teachers~~ finds it necessary to work beyond their regular workday, they shall be compensated at their additional hourly pay rate.

4. The Peer Assistance and Review Panel shall be responsible to:
 - a. Provide annual training for Peer Assistance and Review Panel members.
 - b. Establish its own rules of procedure including the method for the selection of a chairperson.
 - c. Establish an application procedure for those desiring to become Consulting Teachers.
 - d. Organize and implement a plan for classroom observations of applicants for Consulting Teacher positions.
 - e. Participate in classroom observations **or review artifacts** of **selected** applicants for Consulting Teacher positions.
 - f. Nominate Consulting Teachers to the governing board for approval.
 - g. Notify Consulting Teacher applicants that they have been approved by the governing board.
 - h. Approve training and support for Consulting Teachers and Participating Teachers.
 - i. Establish a process for permanent teachers to become voluntary participants in the program.
 - j. ~~Receive and approve requests from the coordinator of the New Teacher/Beginning Teacher Support and Assessment Project for assistance in supporting Beginning Participating Teachers.~~
 - k. Provide final approval of assignments of Consulting Teachers to Participating Teachers.
 - l. Review the final report prepared by the Consulting Teacher and making recommendations to the governing board regarding each Participating Teacher's progress in the Peer Assistance and Review Program.
 - m. Conduct an annual review of Consulting Teachers' ~~performance~~ **activities and effectiveness.**
 - n. Recommend to the governing board that terms of Consulting Teachers who are not performing effectively not be renewed.
 - o. Evaluate annually the impact of the Peer Assistance and Review Program in order to improve the program.
 - p. ~~Approve assignment of additional instructional and curricular responsibilities to Consulting Teachers beyond the parameters of the Peer Assistance and Review process.~~
 - q. Work with the District to draft the preliminary PAR budget; however, the final budget approval authority shall be retained by the District.
 - r. Adopt rules and regulations to accomplish the provisions of this Article. These rules and regulations shall be consistent with the provisions of the Agreement and in the event of any inconsistency the Agreement shall prevail.

5. All proceedings and materials related to evaluations, reports, and other personnel matters shall be strictly confidential. Disclosure of such information by panel members and Consulting Teachers is appropriate only in the implementation of this Article.
6. The Long Beach Unified School District shall hold harmless the members of the Peer Assistance and Review Panel and the Consulting Teacher from any liability arising out of their participation in this program as provided in Education Code, Section 44503 (e).

D. **PARTICIPATING TEACHERS:**

1. **Referred Participating Teachers:**

- a. A Referred Participating Teacher is a teacher with permanent status who as a result of one or more unsatisfactory ratings ~~on his/her interim or final evaluation~~ **in the course of the prescribed evaluation process** is referred to the Peer Assistance and Review Panel for assistance and support. This assistance and support shall be designed to strengthen the ~~Referred Participating Teacher's instructional skills, classroom management, knowledge of subject matter, and other aspects of his/her teaching performance identified and approved by the Peer Assistance and Review Panel~~ **competencies in the California Standards for the Teaching Profession.**
- b. The Peer Assistance and Review Panel shall assign Consulting Teacher(s) to Referred Participating Teachers. Additional Consulting Teachers may be assigned by the Peer Assistance and Review Panel at any time the panel determines a need for additional support exists.
- c. Notwithstanding Article VIII of this contract, Referred Participating Teachers shall not be eligible for voluntary transfer or voluntary reassignment while they remain in the program.

2. **Volunteer Participating Teachers:**

- a. A Volunteer Participating Teacher is a teacher with permanent status ~~whose most recent interim or final evaluation is satisfactory~~ **who seeks to improve his/her teaching performance** and who volunteers to participate in the Peer Assistance and Review Program.

The Volunteer Participating Teacher, **who is accepted into the program**, shall be provided with peer assistance in those areas which are mutually agreed to by the site administrator. The Volunteer Participating Teacher

may terminate his/her participation in the Peer Assistance and Review Program at any time.

- b. A Volunteer Participating Teacher **will be provided a** ~~may select his/her~~ Consulting Teacher from a list of available Consulting Teachers provided by the Peer Assistance and Review Panel. Any changes in Consulting Teacher assignments after initial **placement will** ~~choices have been made and approved~~ need to be approved by the Peer Assistance and Review Panel.
- c. Volunteer Participating Teachers shall be involved only in the assistance component of this program. Evaluation shall be carried out by the supervising administrator.

3. **Beginning Participating Teachers:**

- ~~a. The New Teacher Project shall be the primary provider of assistance and support to Beginning Participating Teachers who possess either a preliminary or intern credential, a pre intern certificate, or an emergency permit.~~
- ~~b. The Assistant Director of Professional Development in collaboration with the New Teacher Project Coordinator may request from the Peer Assistance and Review Panel additional help and support for Beginning Participating Teachers from Consulting Teachers. This help and assistance may be individual support, staff development presentations, or other activities which contribute to the professional growth of Beginning Participating Teachers.~~
- ~~c. Beginning Participating Teachers will only be involved with the peer assistance component of this program. Evaluation shall be carried out by the supervising administrator.~~

E. **CONSULTING TEACHERS:**

1. A Consulting Teacher is a teacher who provides assistance to a Participating Teacher pursuant to the Peer Assistance and Review Program. The following qualifications are required of candidates making application for this position:
 - a. The Consulting Teacher shall be a credentialed teacher who has attained permanent status.
 - b. The Consulting Teacher shall have substantial recent experience in classroom instruction.

- c. The Consulting Teacher shall have demonstrated exemplary teaching ability characterized by effective communication skills, strong knowledge of subject matter, and a mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.
2. The application process for candidates for Consulting Teachers shall include:
 - a. Completed application form.
 - b. Statement by the current principal or immediate supervising administrator.
 - c. Statement by at least one other classroom teacher who is familiar with the classroom performance of the applicant. All applications and statements shall be treated with confidentiality.
 - d. All information about Consulting Teacher applications shall remain confidential.
3. Applications for Consulting Teachers shall be approved by a majority vote of the Peer Assistance and Review Panel ~~upon completion of classroom observations.~~
4. The governing board may meet in closed session to consider the appointment of any nominee to be a Consulting Teacher. The governing board may gather information it deems necessary to evaluate nominees. The governing board may reject any nominations. The final designation of any person as a Consulting Teacher shall be by action of the governing board.
5. ~~Multiple~~ Classroom observations ~~will~~ **may** be conducted by members of the Peer Assistance and Review Panel or a selection team appointed by the panel as part of the selection process for Consulting Teachers.
6. Initially, the term of the Consulting Teachers shall be for ~~either one (1) year or two (2) years.~~ **Upon successful completion of the first year, the Consulting Teacher** ~~Teachers who accept initial assignments may be eligible for serve in this position for two (2) consecutive terms of two (2) three (3) years. each following the expiration of the initial term. After initial implementation, terms for Consulting Teachers shall be two (2) years in length and teachers shall not serve in this position for more than two (2) consecutive terms.~~
7. Consulting Teachers shall be provided release time for the purpose of observing Participating Teachers and meeting with them to plan and provide support and assistance.
8. Upon completion of each school year, the performance of the Consulting Teacher will be reviewed by the governing board. A Consulting Teacher assignment may be terminated if the Peer Assistance and Review Panel determines the Consulting Teacher has not performed his/her duties effectively. A Consulting Teacher not recommended to the Board shall be entitled to a conference with the chairperson of the Peer Assistance and Review Panel to be advised of the reasons and he/she

may attach a written response to the report which shall be sent to the governing board.

- a. The term of a Consulting Teacher may be renewed for a second consecutive **three (3)** ~~two (2)~~ year term. Renewal shall be initiated and conducted in the same manner as a new application for Consulting Teacher.
 - b. If for any reason a Consulting Teacher is unable to complete the duties of the position, the Board of Education may select an alternate teacher from a list approved by the Peer Assistance and Review Panel.
 - c. Consulting Teachers who voluntarily request an unpaid leave of absence for a semester or longer for other than health reasons shall be terminated as Consulting Teachers and must reapply for the position.
9. Responsibilities performed by Consulting Teachers pursuant to this Article shall constitute neither management nor supervisory functions. The Consulting Teachers shall retain all rights of bargaining unit members.

F. PEER ASSISTANCE PROCESS:

1. The Referred Participating Teacher shall meet with his/her administrative evaluator according to the deadline dates established by Human Resource Services for the purpose of discussing the traditional evaluation policy, procedures, standards, and expectations. The Referred Participating Teacher and the administrative supervisor shall collaboratively develop written goals and objectives within the prescribed timelines.
2. Consulting Teachers may work individually with Referred Participating Teachers or as a part of a team of Consulting Teachers. Each Referred Participating Teacher shall receive not less than sixty (60) hours of assistance per year from the Consulting Teacher(s) assigned to work with him/her.

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

3. The Consulting Teacher shall meet with his/her assigned Referred Participating Teacher by the end of the fourth week of the school year. The purposes of this meeting shall be to discuss the Peer Assistance and Review Program, to establish mutually agreed upon performance goals, to begin developing the specific components of a written individualized assistance plan, and to agree to a process

for determining the successful completion of the Peer Assistance and Review Program.

4. The Consulting Teacher shall conduct multiple observations of the classroom performance of the Referred Participating Teachers to whom he/she is assigned. The Consulting Teachers shall conduct pre and post-observation conferences with the Referred Participating Teachers.
5. The Consulting Teacher shall monitor the progress of the Referred Participating Teacher to whom he/she is assigned and shall provide written reports no less than once each school month to the Referred Participating Teacher for discussion and review and to the Peer Assistance and Review Panel for the purpose of keeping the Panel apprised of the Referred Participating Teacher's level of performance.
6. The Consulting Teacher shall continue to provide assistance to the Referred Participating Teacher until the Consulting Teacher and the supervising administrator determine the teaching performance of the Referred Participating Teacher is consistently ~~satisfactory~~ **effective** or further assistance will not result in ~~satisfactory~~ **effective** performance.
7. At least four weeks prior to the deadline date for the submission of the teacher's final evaluation, a copy of the Consulting Teacher's Summary Report shall be given to the Referred Participating Teacher, the supervising administrator, and the Peer Assistance and Review Panel. A copy bearing the signature of the Referred Participating Teacher indicating acknowledgment of receipt shall be retained in the site file.
8. The Referred Participating Teacher may request to appear before the Peer Assistance and Review Panel and to be represented in the meeting by an Association representative.
9. As indicated above, a copy of the Summary Report shall be placed in the personnel file of the Referred Participating Teacher, and the document may be reflected in the final evaluation of the Referred Participating Teacher.
10. Deadline dates for each step in the Peer Assistance and Review process shall be developed by Human Resource Services and agreed to by TALB and distributed to all sites at the beginning of the school year along with evaluation guidelines.

G. ANNUAL STIPEND FOR CONSULTING TEACHERS:

1. Consulting Teachers shall be provided release time for all activities conducted during the school day related to Peer Assistance and Review. Peer Assistance and Review Consulting Teachers shall receive an annual stipend. This stipend shall not be counted as salary or wages for employer contributions or employee benefits under the State Teachers Retirement System/Public Employees Retirement System
2. The stipend shall be paid at the calendar quarter. Federal and State income taxes will be deducted from each stipend payment as required by law.
3. The annual stipend shall be prorated if the employee cannot or chooses not to complete the Consulting Teacher duties according to the Peer Assistance and Review Agreement.
4. The annual number of hours of service required of a Consulting Teacher ~~outside the school day~~ shall be ~~one hundred twenty (120)~~ **sixty (60)**.

H. CONTINUATION OF THE PEER ASSISTANCE AND REVIEW PROGRAM:

1. District participation shall be contingent upon receipt by the District of sufficient sums to which it is entitled to pay fully the cost of the program.
2. There will be no encroachment of the general fund of the District to fund the Peer Assistance and Review Program.

ARTICLE XII: Evaluation Procedure

- G. OBSERVATIONS.** Observations shall be both formal and informal. The number of formal observations shall routinely be three (3). With agreement of both evaluatee and evaluator the number may be reduced to two (2) or one (1) in cases of obviously satisfactory performance by permanent employees. Additional observations shall be conducted when deemed necessary by either the evaluatee or evaluator.
5. In the event of an unsatisfactory observation lesson analysis, the evaluatee may request an additional formal observation conducted jointly by the evaluator and another manager selected by the evaluatee from a list of up to five (5) managers selected by the District. The second manager will be credentialed/certified in the credential/subject/special services area of the evaluatee's assignment. **In the event there are no managers with a similar credential available, the evaluatee shall select from a list of Long Beach Unified School District administrators who currently supervise teachers with the same credential or teaching assignment.** The subsequent conference and lesson analysis shall be conducted/developed by both managers.

H. EVALUATION.

A joint committee consisting of five (5) unit members appointed by TALB and five (5) administrators shall be convened to **develop revisions to evaluation forms for non-classroom based unit members (e.g. nurses, teacher librarians, teachers on Special Assignment), review and revise final evaluation forms to consider an overall rating, use of electronic forms/system, use of resource material, and develop an evaluation rating rubric.** ~~—and lesson analysis forms; the final evaluation forms shall conform to and reflect State Standards and the Lesson Analysis forms shall correlate to the final evaluation forms.~~ The forms, if amended, shall be submitted to the bargaining teams for final negotiation. If meetings are scheduled during the work day the unit members shall be provided release time; if the meetings are scheduled for times after the work day the unit members shall be paid their regular hourly rate.

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

The Teachers Association of Long Beach (TALB) and the Long Beach Unified School District (LBUSD) enter into this Memorandum of Understanding to establish a PE Accommodation Committee (Committee) as follows:

1. The Committee shall convene by May 2017 to identify and recommend key components to address the equipment/facilities needs that have changed due to new laws, new standards, and safety regulations impacting Physical Education.
2. The Committee will consist of four members appointed by TALB and four members appointed by the District.
3. The Committee will submit a report to the bargaining teams for the 2017-2018 negotiations.

For the LBUSD

For TALB

Date

Date

**Tentative Agreement Between
The Long Beach Unified School District
and the Teachers Association of Long Beach, CDC-Head Start
March 23, 2017**

Article V: Days and Hours of Employment

2. **Head Start Program Teachers.** The work year for Head Start teachers shall be one of the following:
 - b. **Eleven Month Assignment** (217 Day Employees). Head Start teachers who have a ~~ten~~ **eleven** (~~10~~) **(11)** month assignment annually work ~~one hundred eighty two (182)~~ **one hundred ninety eight (198)** days. Salary payments to employees in a ~~ten (10)~~ **eleven (11)** month assignment are prorated over ~~10.4~~ **11.25** pay periods.
- B. **HOLIDAYS.** The District agrees to grant all twelve (12) month and ~~ten~~ **eleven** (~~10~~) **(11)** month employees in paid status those legal and Board-designated holidays which occur during the specified traditional or year-round calendars.
4. ~~Ten~~ **Eleven (11)** ~~Ten (10)~~ month employees shall be scheduled for recess periods during winter and spring in conformity with the K-12 school session calendar.

I. DAYS AND HOURS ISSUES UNIQUE TO HEAD START:

1. The traditional work year for Head Start employees will be ~~182~~-**198** days.
2. Full-time Head Start teachers are employed for eight (8) hours a day, **including preparation time and breaks**, exclusive of a thirty (30) minute duty-free lunch period. **The teacher shall have a minimum of one hundred and fifty (150) minutes of program preparation per week as directed by the center manager.**
3. ~~Typically, Head Start teachers have one (1) student-free day per week. This day is used for home visits, planning, preparation of materials, in service, and other requirements of the Head Start program.~~
4. With the approval of the Head Teacher and the Head Start Director, teachers whose hours have been extended beyond an eight (8) hour workday normally will be scheduled for compensating time off on the next student-free day.

ARTICLE VI: Compensation

APPENDIX B: Salaries

2% increase to bargaining unit salary schedules, stipends, and rates of pay retroactive to July 1, 2016. An additional one time off schedule payment of 1% based on the unit members' earnings for the 2016-2017 fiscal year.

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

The Teachers Association of Long Beach (TALB) and the Long Beach Unified School District (LBUSD) enter into this Memorandum of Understanding to establish a 12 month assignment for EDUCARE and Early Head Start Teachers to be effective July 1, 2017:

A. EDUCARE and Early Head Start Program Teachers. The work year for EDUCARE and Early Head Start teachers shall be the following:

Twelve Month Assignment (fiscal year July 1 to June 30 inclusive). EDUCARE and Early Head Start teachers who have a twelve (12) month assignment work two hundred forty-seven (247) days less thirteen (13) unpaid holidays. Teachers who have a twelve (12) month assignment also accrue twenty-one (21) vacation days during each fiscal year. Salary payments to employees in a twelve (12) month assignment are prorated over 13.0 pay periods.

B. DAYS AND HOURS:

The traditional work year for EDUCARE and Early Head Start employees will be 247 **days**.

Full-time EDUCARE and Early Head Start teachers are employed for eight (8) hours a day, including preparation time and breaks, exclusive of a thirty (30) minute duty-free lunch period. The teacher shall have a minimum of one hundred and fifty (150) minutes of program preparation per week as directed by the center administrator.

With the approval of the center administrator, teachers whose hours have been extended beyond an eight (8) hour workday normally will be scheduled for compensating time off on the next student-free day.

For the LBUSD

For TALB

Date

Date

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

The Teachers Association of Long Beach (TALB) and the Long Beach Unified School District (LBUSD) enter into this Memorandum of Understanding to establish a 12 month assignment for EDUCARE and Early Head Start Teachers to be effective September 1, 2016:

For the LBUSD

For TALB

Date

Date