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3                                   **Tentative Agreement Between**  
4                                   **The Long Beach Unified School District**  
5                                   **and the Teachers Association of Long Beach, CDC-Head Start**

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 IV- Association Rights**  
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18           B.     **ASSOCIATION COMMUNICATIONS:**  
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20               1.     **Bulletin Boards.** If bulletin boards are available at Child Development Centers  
21 and Head Start Program sites, the District authorizes the Association to use  
22 without charge a ~~minimum of one-fourth (1/4) of the total area of such a~~  
23 board. The designated area will be designated for employee association  
24 information. The location of such bulletin board(s), designation of space, and  
25 resolution of disputes about use of space shall be determined by the appropriate  
26 Program Coordinator at all Child Development Center sites and by the  
27 appropriate Education Specialist at Head Start Program locations. The  
28 Association agrees monthly to remove out-of-date materials.  
29

30           E.     **ORGANIZATIONAL SECURITY:**  
31

32               1.     **Membership Dues Deduction.** Any unit member who is a member of the  
33 Teachers Association of Long Beach, CTA-NEA, or who has applied for  
34 membership, may pay a lump sum cash payment to the Association or sign and  
35 deliver to the District an assignment authorizing deduction of unified  
36 membership dues, initiation fees and general assessments in the Association.  
37 Pursuant to such authorization, the District shall deduct one-tenth (1/10) of  
38 such dues from the regular salary warrant of the unit member each  
39 ~~quadriweekly~~ **pay** period for ten (10) ~~quadriweekly~~ **pay** periods. Unit  
40 members who sign such authorization after the commencement of the school  
41 year shall have deducted one-tenth (1/10) the total amount of unified dues for  
42 each of the remaining ten ~~quadriweeks~~ **pay periods**.  
43

44               2.     **Agency Fee Provisions.** ~~Any unit member who is not a member of the~~  
45 ~~Teachers Association of Long Beach, CTA-NEA shall, within thirty (30) days~~  
46 ~~from the date of commencement of assigned duties within the bargaining~~

1 unit, either become a member of the Association or pay to the Association  
2 a fee in an amount equal to standard initiation fees, unified membership dues  
3 and general assessments. Such fee is payable to the Association in one lump  
4 sum cash payment or the unit member may authorize payroll deduction for  
5 such fee in the same manner as provided in paragraph one of this Section. In  
6 the event that a unit member shall not pay such fee directly to the Association,  
7 or authorize payment through payroll deduction, the Association shall so  
8 inform the District, and the District shall immediately begin automatic payroll  
9 deduction as provided in Education Code Section 45061 and in the same  
10 manner as set forth in Section E.1. of this Article. There shall be no charge to  
11 the Association for such mandatory agency fee deductions  
12

13 Each non-member who is required to pay an agency fee shall annually receive  
14 written notification from the Association of the amount of the deduction and  
15 procedures which he/she must follow to receive a rebate for non-  
16 representation activities during the year and the procedure for appealing all  
17 or any part of the agency fee.  
18

19 3. **Remittance of Dues and Agency Fees.** With respect to all sums deducted by  
20 the District, whether for membership dues or agency fee, the District agrees  
21 promptly within fifteen (15) days to remit such monies to the Association  
22 accompanied by the alphabetical list of unit members for whom deductions  
23 have been made, categorizing them as to membership or non-membership in  
24 the Association, and indicating any changes in personnel from the list  
25 previously furnished.  
26

27 4. **Religious Objections.** Any unit member who is a member of a religious body  
28 whose traditional tenets or teachings include objections to joining or  
29 financially supporting employee organizations shall not be required to join or  
30 financially support the Teachers Association of Long Beach, CTA-NEA, as a  
31 condition of employment. Such unit member shall pay, in lieu of a service fee,  
32 a sum equal to such agency fee to one of the following non-religious, non-labor  
33 organizations, charitable funds exempt from taxation under Section 501 (c) (3)  
34 of Title 26 of the Internal Revenue Code:  
35

36 Children's Clinic of Miller Children's Hospital  
37 —at Memorial Medical Center  
38 Family Service of Long Beach  
39 PTA Student Assistance Fund  
40 TALB Scholarship Foundation  
41 Tichenor Orthopedic Clinic for Children  
42 Foundation to Assist California Teachers  
43 Long Beach Education Foundation  
44

45 Such payment shall be made on or before November 1 of each school year.  
46

1 Proof of payment and a written statement of objection along with verifiable  
2 evidence of membership in a religious body whose traditional tenets or  
3 teachings object to joining or financially supporting employee organizations,  
4 pursuant to this Section, shall be made on an annual basis to the Association  
5 and District as a condition of continued exemption from the provisions of  
6 Sections 1. and 3. above. Proof of payment shall be in the form of receipts  
7 and/or canceled checks indicating the amount paid, date of payment, and to  
8 whom payment in lieu of the agency fee has been made. No in kind services  
9 or benefits may be received by the unit member in exchange for this  
10 contribution. Such proof shall be presented on or before November 1 of each  
11 school year. Any unit member making payments as set forth in this section  
12 who requests that the grievance or arbitration provisions of this Agreement be  
13 used in his or her behalf, shall be responsible for payment to the Association  
14 the reasonable cost of using said grievance or arbitration procedures.  
15

16 5. ~~**Maintenance of Membership.** Any unit member who, following notification~~  
17 ~~by TALB of this provision, is a member of the Association on or after thirty~~  
18 ~~(30) calendar days following ratification of this Agreement, shall maintain such~~  
19 ~~membership through the date of expiration of this Agreement. The District~~  
20 ~~will continue to deduct Association membership dues as specified by TALB~~  
21 ~~throughout this period.~~  
22

23  
24 F. **DISTRICT DIRECTORY.** The District agrees to provide the Association with  
25 eight (8) copies a **digital copy** of a District directory (names, addresses, phone  
26 numbers) when such a directory is published. The Association agrees to use such  
27 information for internal organization purposes only and not to disclose it to any third  
28 parties. Additional support service staff schedules and budget publication shall be  
29 made available to the Association.  
30

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

39 Upon return from leave to conduct Association business, the Association president  
40 **shall be assigned to his/her previous classroom position at**, will be provided the  
41 opportunity to return to the site assigned prior to the commencement of **the** leave if  
42 a vacancy in the appropriate credential area exists at that site.  
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1 J. **ASSOCIATION LEAVE:**

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

**ARTICLE V - Days and Hours of Employment**

1. **Child Development Center Teachers.** The work year for Child Development Center teachers shall be one of the following:
  - a. **Twelve Month Assignment** (fiscal year July 1 to June 30 inclusive). Teachers who have a twelve (12) month assignment work two hundred ~~sixty (260)~~ **forty seven (247) days. less thirteen (13) unpaid holidays. The thirteen (13) district holidays are unpaid.** The Teachers who have a twelve (12) month assignment also accrue ~~twenty one (21)~~ **twenty- (20)** vacation days during each fiscal year. Salary placements to employees in a twelve (12) month assignment are prorated over ~~13.0~~ **12.0** pay periods.
  - b. **Ten Month Assignment:**
    - (1) Abbreviated Traditional Calendar Assignment (California Preschool Teachers). Teachers who have a ten (10) month traditional assignment annually work one hundred seventy-seven (177) days. Salary payments to employees in a ten (10) month assignment are prorated over 10.0 pay periods.
    - ~~(2) Year Round Assignment. Teachers who have a year round schedule work one hundred seventy seven (177) days, as assigned, during the fiscal year which extends from July 1 to June 30. Salary payments to employees working in a year round assignment is prorated over 13.0~~ **12.0** pay periods.
2. **Head Start Program Teachers.** The work year for Head Start teachers shall be one of the following:

1 a. **Twelve Month Assignment** (fiscal year July 1 to June 30 inclusive).  
2 Head Start teachers who have a twelve (12) month assignment work  
3 two hundred forty-seven (247) days. ~~less thirteen (13) unpaid holidays.~~  
4 **The thirteen (13) district holidays are unpaid.** Teachers who have a  
5 twelve (12) month assignment also accrue ~~twenty-one (21)~~ **twenty (20)**  
6 vacation days during each fiscal year. Salary payments to employees  
7 in a twelve (12) month assignment are prorated over ~~13.0~~ **12.0** pay  
8 periods.  
9

10 b. **Eleven Month Assignment** (~~217~~ **198** Day Employees). Head Start  
11 teachers who have a eleven (11) month assignment annually work one  
12 hundred ninety eight (198) days. Salary payments to employees in a  
13 eleven (11) month assignment are prorated over ~~11.25~~ **11.0** pay  
14 periods.  
15

16 B. **HOLIDAYS.** The District agrees to grant all twelve (12) month and eleven (11)  
17 month employees in paid status those legal and Board-designated holidays which occur  
18 during the ~~specified traditional or year-round calendars~~ **calendar year.**  
19

20 4. Eleven (11) month **and ten month** employees shall be scheduled for recess periods  
21 during winter and spring in conformity with the K-12 school session calendar.  
22

23 C. **WORK WEEK AND WORKDAY:**

24  
25 2. Teachers working an eight (8) hour split-shift (two separate shifts at one or more  
26 site) do not have a thirty (30) minute paid lunch period nor is travel between sites  
27 accomplished on duty time. Teachers working an eight (8) hour split-shift  
28 assignment receive one additional ~~amount salary increment~~ **(Schedule H).**  
29

30 D. **VACATIONS.** Twelve (12) month employees accumulate earned vacation at the  
31 rate of .081 hours for each paid hour of service - approximately ~~twenty-one (21)~~ **20**  
32 days per year. In computation of the amount of vacation earned, leaves of absence  
33 with pay are not considered as breaks in service.  
34

35 E. **REQUIRED MEETINGS:**

36  
37 1. **Required Meetings for Child Development Center Teachers:**  
38

39 b. Twice per month during the school year and once per month during the  
40 summer, there shall be, on paid duty time, a site planning session for  
41 available certificated staff. **The opening meeting and professional**  
42 **development days shall be approximately eight hours or less in length.**  
43 Meetings shall be scheduled for a maximum of two (2) hours. Such  
44 meetings shall be scheduled upon request of the site staff and upon  
45 approval, as to scheduling, by the CDC manager.

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G. **INTERSESSION SUBSTITUTE SERVICE.** Employees assigned to a year-round track schedule are eligible to apply to substitute during their intersession/recess periods. When serving as a substitute teacher at any Educare, Head Start, or CDC site other than the site to which they are regularly assigned, they shall be paid as per Schedule O. When serving as a substitute teacher at the CDC site to which they are regularly assigned, they shall be paid at a premium rate.

H. ~~ADDITIONAL CONSIDERATION FOR YEAR-ROUND SCHEDULES:~~

- ~~1. It is not the intent of the District that employees be arbitrarily reassigned or rotated from one track to another.~~
- ~~2. It is the goal of the District that the temperature of the room will be conducive to an effective preschool program throughout the year. At a minimum, some type of mechanical cooling device will be available for each preschool room at each year-round site.~~
- ~~3. Effort will be made to provide program wide in service to year-round track teachers at appropriate times during their year-round schedules.~~
- ~~4. Employees who would prefer the traditional school schedule are encouraged to submit a request to transfer to CDC sites which have not converted to year-round. Such requests will receive priority consideration.~~

**ARTICLE VIII – Transfers**

**A. TRANSFER AT TEACHER REQUEST:**

7. **CDC Program.** Voluntary transfers shall be made on the basis of one or more of the following factors: (a) certification to perform the required services; (b) staffing needs of the center (gender, ethnicity, teaching experience); (c) special skills in areas that are specific to the identified program; e.g., School Age Care, Preschool Age Care, etc. When the above factors are substantially comparable, length of service in the CDC program will determine transfers except that, in the cases of equivalent length of service in the CDC program, additional consideration will be given to the employee's length of service at the present center. Employees who are granted their transfer requests shall not be eligible to apply for a subsequent transfer until the next fiscal year except with the consent of the District and/or if the new position would result in an increase of hours/calendar year for the employee.
- Head Start Program.** Voluntary transfers shall be made on the basis of one or more of the following factors: (a) certification to perform the required services; (b) staffing needs of the center (gender, ethnicity, teaching experience); (c) special skills in areas that are specific to the identified

1 program; e.g., Early Head Start, Head Start, Combination, etc. When the above  
2 factors are substantially comparable, length of service in the Head Start  
3 program will determine transfers except that, in the cases of equivalent length  
4 of service in the Head Start program, additional consideration will be given to  
5 the employee's length of service at the present center.  
6

7 E. Employees shall not be subject to involuntary transfer if they are fifty-nine (59) years  
8 of age or older **with twenty (20) or more years of service to the District.**

9  
10 F. Employees who are granted their transfer requests shall not be eligible to apply for a  
11 subsequent transfer for at least three (3) years except with the consent of the District.  
12

## 13 **ARTICLE VI – Compensation**

### 14 15 **B. HEALTH AND WELFARE BENEFITS:**

16  
17 2. Effective January 1, 2016, change the health and welfare plan year from the  
18 current calendar year (January 1 to December 31) to match the District's fiscal  
19 year (July 1 to June 30). The change shall be managed in the following manner:  
20

21 a. ~~January 1, 2016 through June 30, 2016 will be a "short" plan year (6 months).~~  
22

#### 23 6. **Health Insurance.**

##### 24 25 b. **HMO Plan.**

26  
27 HMO. Office visits, \$10; no deductible; hospitalization 100%  
28 covered. Unlimited lifetime maximum. Continuation of existing plan  
29 without modification of benefits, except as noted **effective 7/1/17.**  
30 **(unbold)**

31  
32 Chiropractic Care (Blue Shield HMO): \$5 co-pay, up to 30 visits per  
33 year, effective 1/1/07.

34  
35 c. **PPO. COMPREHENSIVE MAJOR MEDICAL.** Continuation of  
36 existing plan without modification of benefits, except as noted.  
37

38 (a) ~~Through December 31, 2015, \$200/\$400 deductible; 20% co-~~  
39 ~~insurance; \$500 individual/\$1,000 family per year out-of-~~  
40 ~~pocket limit (in addition to deductible);~~ Effective January 1,  
41 2016, \$300/\$600 deductible; 20% co-insurance; \$1,000  
42 individual/\$2,000 family per year out-of- pocket limit (in  
43 addition to deductible).  
44

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

**ARTICLE VII - Leaves of Absence**

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

6. **Return from Leave of Absence:**

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

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

1.

g. **Child Care.** May be granted to either or both parents ~~only~~ immediately following ~~maternity/paternity~~ **paid parental** leave for child bonding/child care **under Section C.10 of this Article, including paid adoption leave under Section C.9 of the Article, plus** for a period coterminous with a semester or a school year, provided the employee notifies Certificated Personnel at least three weeks prior to the beginning date of the leave. A second consecutive year of **unpaid** child care leave may be granted upon the request of the employee. ~~In the event of unforeseen circumstances of a serious nature related~~



1 to family need the employee is eligible to apply for a leave of absence without  
2 pay under Section B.1.n. of this Article.  
3

4 1. **Teach in Another School District** ~~outside a radius of one hundred fifty (150)~~  
5 ~~miles from the District (as measured from the administration offices).~~ No more  
6 than ~~twelve (12)~~ **(24) twenty four** consecutive months nor more than one such  
7 leave in a seven (7) year period.  
8

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

14 **Eligible employees are entitled to twelve (12) workweeks of**  
15 **FMLA/CFRA leave in (a fiscal year July 1-June 30) (a calendar year) (a**  
16 **rolling year beginning on the first date leave is taken and counting**  
17 **forward from that date). See employee notification at work site for**  
18 **additional information.**  
19

20 2. Probationary, ~~temporary~~, and special contract employees are eligible for only  
21 the following unpaid leaves: rest and recuperation; child care; military service;  
22 disability; ~~family medical~~ **FMLA/CFRA** leave (if employed at least ~~one~~  
23 ~~complete year~~ **twelve months, which need not be consecutive**); and in the most  
24 extraordinary circumstances, leaves for other reasons deemed sufficient by the  
25 Board of Education.  
26

27 **C. LEAVES OF ABSENCE WITH PAY:**  
28

29 1. **Bereavement Leave.** Employees are entitled to leaves of absence, not to  
30 exceed three (3) days (five [5] days if a funeral is attended out of state or  
31 more than two-hundred [200] miles one way is traveled) as a result of the  
32 death of any member of the immediate family. Bereavement leave is non-  
33 cumulative and shall be taken only sequentially and immediately following  
34 the death of a member of the immediate family. No deduction shall be made  
35 from the salary of the employee, nor shall the leave be deducted from leave  
36 granted in other sections of this Article. Members of the immediate family  
37 include mother, step-mother, father, step-father, grandmother, grandfather, or  
38 grandchild of the employee or of the spouse of the employee **or registered**  
39 **domestic partner**; and the spouse, son, son-in-law, daughter, daughter-in-  
40 law, brother, brother-in-law, sister, sister-in law of the employee or of the  
41 spouse of the employee; or any person having a principal place of residence  
42 in the immediate household of the employee. Employees who take  
43 bereavement leave shall be responsible for following all notification  
44 procedures as per Section A. 5. of this Article.  
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3. **Sick Leave:**

- a. Sick leave entitlement shall be ~~received and~~ deducted **using the following procedures. in the same manner.**
  - a. **Absent from work for the entire school day will be charged for eight (8) hours of leave.**
  - b. **Absent for part of a school day will be charged in half-hour increments only for the time, within their duty day, that they are off site.**

For payroll computation:

- .5 day = 4 hours leave
- 1.0 day = 8 hours leave
- ~~5.0 days = 40 hours leave~~
- ~~10.0 days = 80 hours leave~~
- ~~10.4 days = 81.60 hours leave~~
- ~~13.0 days = 104.00 hours leave~~

- 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:
  - ~~200 day employees: 10.0 days (80.00 hours)~~
  - ~~204 day employees: 10.4 days (81.60 hours)~~
  - ~~12 month employees: 13.0 days (104.00 hours)~~
  - 177 work day employees: 9.98 days (79.36 hours)**
  - 198 work day employees: 11.09 days (88.77 hours)**
  - 247 work day employees: 12. 0 days (96.00 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 **fifty (50) percent of what 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

1 worked in an hourly assignment. Accumulated hourly sick leave may  
2 be used for absences in any hourly assignment. Contract sick leave  
3 may not be used for absences in an hourly assignment. If an employee  
4 serving in a contract assignment has exhausted his/her contract sick  
5

- 6 i. An employee's sick leave record is open to the employee's inspection  
7 upon request to the site payroll clerk. Sick leave accumulation shall be  
8 reported on each ~~quadrweekly~~ pay ~~warrant~~ **period**.  
9

10 4. **Personal Necessity Leave:** (Use of Sick Leave for Personal Necessity)  
11

- 12 (5) ~~Paternity. Once the employee has exhausted available personal necessity leave~~  
13 ~~for paternity leave for child bonding/child care as defined in Section C.10 of~~  
14 ~~this Article, any remaining paternity leave shall be subject to Section C.10.~~  
15

16 7. **Industrial Injury and Illness Leave:**  
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- 18 i. ~~An employee receiving benefits under the provision of this regulation may not~~  
19 ~~leave the state of California without the authorization of the Board of~~  
20 ~~Education.~~  
21

22 8. **Maternity Leave-Pregnancy-Related Disability Leave.** A leave of absence for  
23 pregnancy-related disability shall be granted for the period of time that the employee  
24 is ~~physically~~ unable to perform the duties required of her position as certified by her  
25 personal physician ~~and approved by the district physician~~ **due to pregnancy,**  
26 **childbirth, or related medical conditions.** Pregnancy-related disability leave is  
27 charged to sick leave balances; if current, accumulated, and statutory sick leave  
28 benefits are exhausted within the period of ~~physical~~ disability, the remaining time that  
29 the employee continues on pregnancy-related disability leave shall be in a leave-  
30 without-pay status. Additional leave without pay may be granted prior to or following  
31 the period of ~~physical~~ disability.  
32

33 The employee shall notify the appropriate manager of her pregnancy and furnish a  
34 doctor's statement which indicates the estimated date of ~~confinement~~ **leave**  
35 **commencement, at least thirty (30) days in advance of the due date.** ~~and certifies~~  
36 ~~that the employee's condition permits continued performance of all duties related to~~  
37 ~~her regular assignment.~~ In the event that **the District has a reasonable belief that** the  
38 employee ~~appears to~~ **may** be unable to continue to perform all duties related to her  
39 regular assignment at any time prior to the defined period of disability, the immediate  
40 manager may ~~request a review by the district physician of the period of disability~~  
41 **require the employee to provide a certification from her physician to her ability**  
42 **to perform her duties and any work-related restrictions.**  
43

44 The usual period of ~~confinement~~ **leave** following the birth of a child is considered to  
45 be six (6) weeks. If the employee's condition varies from the usual in that she is able  
46 to resume performance of all duties related to her regular assignment at an earlier date

1 (or if it is necessary to extend the leave beyond six [6] weeks), the employee shall  
2 present the appropriate manager with a statement from her attending physician which  
3 ~~describes her condition and the estimated length of absence~~ **either releases her to**  
4 **return to work or certifies her continued inability to work and anticipated**  
5 **duration of the leave.** The employee must obtain and furnish appropriate forms from  
6 her physician, and deliver them completed by the physician, to the appropriate  
7 manager. ~~At least three (3) weeks prior to the estimated date of return to active~~  
8 ~~employment, the employee shall notify the appropriate manager.~~ When the employee  
9 is cleared by her personal physician to return to work, she shall submit the required  
10 health form to the district physician for review. **Prior to returning to work, the**  
11 **employee shall provide a release from her physician, identifying work-related**  
12 **restrictions, if any.**

13  
14 ~~9. **Adoption of a Child.** The District shall grant a leave of absence for the purpose of~~  
15 ~~adopting a child under the age of (18) years.~~

16  
17 a. ~~Adoption leave is charged to sick leave balances. For the first six weeks of~~  
18 ~~adoption leave, the employee may use current and accumulated full pay sick~~  
19 ~~leave. For the remaining adoption leave, the employee shall use available~~  
20 ~~statutory sick leave benefits at the substitute differential pay [half pay] rate~~  
21 ~~described under Section C.10 of this Article. If statutory sick leave at the~~  
22 ~~substitute differential [half] pay rate is exhausted in the course of this leave,~~  
23 ~~the remaining time the employee continues on adoption leave shall be in a~~  
24 ~~leave without pay status. Statutory sick leave used for purposes of adoption~~  
25 ~~leave shall be deducted from the employee's five month allotment of statutory~~  
26 ~~sick leave for the school year in which the leave occurs. If a school year~~  
27 ~~terminates before the 12 week adoption leave period is exhausted, the~~  
28 ~~employee may take the balance of the 12 week period in the subsequent~~  
29 ~~school year.~~

30  
31 b. ~~The maximum length of an adoption leave shall be twelve (12) weeks.~~

32  
33 c. ~~In advance of the adoption, the employee shall notify the appropriate manager~~  
34 ~~of the anticipated beginning and ending dates of the absence.~~

35  
36 d. ~~Following the adoption the employee shall provide to the appropriate manager~~  
37 ~~written verification of significant dates in the adoption process.~~

38  
39 **11. Judicial Leave.**

40  
41 The employee shall submit a written request for an approved leave of absence  
42 as soon as practical after her/his knowledge of such required service.

43  
44 **Employees who are subpoenaed to represent the District or required to be**  
45 **deposed on behalf of the District shall be released during the school day**  
46 **or be provided their hourly rate after their duty day.**

1 **ARTICLE VIII - Transfers**

2  
3 **B. TRANSFER AT TEACHER REQUEST:**

4  
5 7. **CDC Program.** Voluntary transfers shall be made on the basis of one or more  
6 of the following factors: (a) certification to perform the required services; (b)  
7 staffing needs of the center (gender, ~~ethnicity~~, teaching experience); (c) special  
8 skills in areas that are specific to the identified program; e.g., School Age Care,  
9 Preschool Age Care, etc. When the above factors are substantially comparable,  
10 length of service in the CDC program will determine transfers except that, in  
11 the cases of equivalent length of service in the CDC program, additional  
12 consideration will be given to the employee's length of service at the present  
13 center. Employees who are granted their transfer requests shall not be eligible  
14 to apply for a subsequent transfer until the next fiscal year except with the  
15 consent of the District and/or if the new position would result in an increase of  
16 hours/calendar year for the employee.

17  
18 **Head Start Program.** Voluntary transfers shall be made on the basis of one  
19 or more of the following factors: (a) certification to perform the required  
20 services; (b) staffing needs of the center (gender, ~~ethnicity~~, teaching  
21 experience); (c) special skills in areas that are specific to the identified  
22 program; e.g., Early Head Start, Head Start, Combination, etc. When the above  
23 factors are substantially comparable, length of service in the Head Start  
24 program will determine transfers except that, in the cases of equivalent length  
25 of service in the Head Start program, additional consideration will be given to  
26 the employee's length of service at the present center.

27  
28 E. Employees shall not be subject to involuntary transfer if they are fifty-nine (59) years  
29 of age or older **with twenty (20) or more years of service to the District.**

30  
31 F. **Employees who are granted their transfer requests shall not be eligible to apply**  
32 **for a subsequent transfer for at least three (3) years except with the consent of**  
33 **the District.**

34  
35 **ARTICLE IX - Safety Conditions of Employment**

36 **I**

37 1. c. Reimbursement for non-insured value shall be limited to a maximum of ~~\$200~~ **\$500**  
38 per employee per year.

39  
40 2. The District shall provide for the reimbursement of any employee's watch and other  
41 jewelry that was damaged or destroyed as a result of an assault or intervention in a  
42 fight while acting within the scope of employment. Reimbursement will be limited  
43 to a maximum of ~~\$200~~ **\$500.**

44  
45 M. Affected teachers shall be notified of extensive non-routine maintenance projects to be  
46 conducted at the school site. It is the intent of the parties that these projects will be

1 scheduled to be as non-intrusive on the instructional program as is practical.  
2 **Operations schedules tree trimming, grass cutting and using blowers; copies of**  
3 **such schedule shall be posted in locations accessible to Bargaining Unit**  
4 **Members. [Note: Such schedules may be impacted by holidays, weather,**  
5 **equipment and emergencies.]**  
6

7 **P.** The above is contingent upon all of the following:  
8

9 4. ~~The inclusion of the word “theft” above is temporary to allow the District to~~  
10 ~~evaluate its cost impact. The word “theft” shall be removed from the contract~~  
11 ~~beginning July 1, 2017, unless extended by mutual written agreement of the~~  
12 ~~District and Association.~~  
13

14 **R.** Each school year, the District shall post updated maps indicating the name,  
15 location, and telephone extension of each employee at the site.  
16

17 **S.** In order to provide a safe, caring and orderly environment, the District expects  
18 civility from individuals engaging in school activities. Mutual respect,  
19 professionalism and common courtesy are essential qualities in promoting an  
20 educational and work environment free from disruptions, harassment, bullying  
21 and aggression. School district employees are expected to act in a manner that  
22 demonstrates their personal commitment to the highest ethical standards. The  
23 District Code of Ethics are contained in Board Policy 4119.21., however in a  
24 joint effort to ensure civility, the District and Association agree that a Joint  
25 Committee will be charged with the responsibility of developing civility  
26 language that will be proposed for consideration to the Board.  
27  
28

## 29 **ARTICLE XVII - Term of Agreement**

30

31 Full Contract shall be open for **2021-2022** with reopeners for 2019-20 and 2020-2021 on  
32 Article VI and three articles selected by each party.  
33  
34

## 35 **APPENDIX A - Calendars**

36

37 The Long Beach Unified School District and the Teachers Association of Long Beach shall  
38 collaborate in the development of ~~both the traditional and year round (60/20 and 60/15)~~  
39 ~~calendars. for the years 2016-2017, 2017-2018, 2018-2019.~~ **Except in extenuating**  
40 **circumstances, these calendars shall be agreed to two calendar years in advance. by**  
41 ~~March 31, 2016. Each unit member will receive a copy of the applicable school calendar~~  
42 ~~annually. Each calendar will be posted on the district website.~~  
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**APPENDIX B - Salaries**

**Salary:**

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

**APPENDIX E - Sick Leave Donation Program**

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

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

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

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

**By:** \_\_\_\_\_

**FOR THE DISTRICT**

**By:** \_\_\_\_\_

**FOR TALB**

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

**JOINT MEMORANDUM OF INTENT**

This Joint Memorandum of Intent memorializes a shared objective between the Long Beach Unified School District (“District”) and the Teachers Association of Long Beach (“TALB”) to support the District’s child care development and preschool programs.

Both the District and TALB recognize the value of early childhood development and both seek to advocate for teacher support in the growth and continuation of the program for the benefit of the staff and children. Additional funding sources and grants can decrease the possibility of layoffs, elevate the profession, and supplement the quality of the current program. To this effort, the Teachers Association of Long Beach will encourage teachers to comply with the criteria necessary to secure continued funding including the Quality Rating and Improvement Systems grant.

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

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

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

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





