

**BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT
OF THE CITY OF LONG BEACH**

AND

PERMANENT SUBSTITUTE TEACHER UNIT

PROFESSIONAL AGREEMENT

July 1, 2021 through June 30, 2026

TABLE OF CONTENTS

PREAMBLE.....	1
Article I Recognition.....	2
Article II Negotiation Procedures.....	3
Article III Meetings	4
Article IV Association Rights.....	4
Article V Vacancies	6
Article VI Working Conditions.....	7
Article VII Grievance Policy.....	9
Article VIII Conditions of Professional Practice.....	12
Article IX Academic Freedom.....	17
Article X Student-Permanent Substitute Teacher Relations.....	17
Article XI Teacher Evaluation	19
Article XII Personnel Files.....	20
Article XIII Summer School.....	20
Article XIV Homebound Instruction (Tutoring), In-Service Instruction and Conference Facilities	21
Article XV Leaves of Absence.....	22
Article XVI Salary Schedules.....	24
Article XVII Method of Payment Options.....	26
Article XVIII Prior Service Credit	26
Article XIX Status of Agreement	26
Article XX Conformity to Law Saving Clause	27

Article XXI	Statutory Requirements	27
Article XXII	No Strike Pledge	27
Article XXIII	Zipper Provisions.....	27
Article XXIV	Termination Clause.....	27
Article XXV	Duration of Contract.....	28

PREAMBLE

The Board of Education of the City School District of the City of Long Beach, hereinafter called the "Board" and the Long Beach Permanent Substitute Teachers Unit (affiliated with the Long Beach Classroom Teachers Association), hereinafter called the "Unit", recognize and declare that providing a quality education for the children of the Long Beach City School District is their mutual aim and that the character of such education depends largely upon the quality, dedication and morale of the teaching staff.

The Board, the Superintendent and the Unit have the same aim: to provide an education for each child which will allow self-growth and realization, attention to the thoughts and needs of others and a climate which supports curiosity and critical thinking. Successful educational programs depend upon the intelligent utilization and involvement of the entire faculty.

The Board has a statutory obligation to negotiate with the Long Beach Classroom Teachers Association as the representative of the Permanent Substitute Teachers Unit personnel with respect to terms and conditions of employment.

The Board is charged by law to have in all respects the superintendence, management and control of said District.

The Superintendent of Schools is the chief executive officer of the School District and the educational system and as such administers the affairs and programs of the District as provided by law and Board policy.

WHEREAS the parties have reached certain understandings which they desire to incorporate into an Agreement,

NOW, THEREFORE, this Agreement is made and entered into on the 24th day of May 2022, by and between the Board of Education of the City School District of the City of Long Beach ("Board") and the Permanent Substitute Teachers Unit, affiliated with the Long Beach Classroom Teachers Association,

ARTICLE I – RECOGNITION

A. School Board Authority:

The Permanent Substitute Teachers Unit recognizes that subject to the provisions of this Agreement and Article 14 of the Civil Service Law, the Board and the Superintendent of Schools, hereinafter called the "Superintendent", reserve and retain full rights, authority and discretion in the proper discharge of their duties and responsibilities to control, supervise and manage the Long Beach Schools under existing law, rules and procedures.

B. Unit Recognition:

1. Definition: the term "Permanent Substitute Teacher" shall mean and include certified teachers who are appointed for a period of guaranteed employment of teaching not less than 90 days nor more than 170 days, said day to be full-time and to be assigned on a daily basis at the discretion of Administration.
2. The Board recognizes the Long Beach Classroom Teachers Association, and the Association undertakes to act as the exclusive bargaining representative of the Permanent Substitute Teachers Unit.
3. The Association shall be entitled to unchallenged representation status for all members of the Permanent Substitute Teachers Unit until June 30, 2026, provided the Association submits to the Board by December 1, 2021, December 1, 2022, December 1, 2023, December 1, 2024, and December 1, 2025 a notarized list of the active members of the Unit, which list shall contain more than 50% of the total employees in the Unit.

C. Employees Rights:

1. Nothing in this Agreement shall be construed to deny any employee his/her rights under the Constitution of the United States, the Constitution of the State of New York, the New York Civil Rights Law and other applicable laws and regulations.
2. Nothing contained herein shall be construed to prevent any individual employee from (1) informally discussing a complaint with his/her

administrative supervisor, or (2) processing a grievance in his/her own behalf in accordance with District Grievance Procedures.

ARTICLE II - NEGOTIATION PROCEDURES

During the terms of this Agreement, the Board and the Association will agree to undertake collective bargaining for a successor agreement for the Permanent Substitute Teachers Unit. The negotiating procedures will be as follows:

1. Negotiating Teams:

Will be chosen by the Board and the Association no later than five (5) months before the termination of the existing contract, subject to changes in teams.

2. Opening Negotiations:

Upon a request of either party for a meeting to open negotiations, a mutually acceptable date shall be set not more than ten (10) school days following such request. All issues proposed for discussion shall be submitted in writing by the Association to the Board or its delegated representatives at the first meeting. The Board shall submit in writing to the teacher representative(s) all additional issues upon which it wishes to negotiate no later than the second meeting. The second meeting and all necessary subsequent meetings shall be called at times mutually agreed upon by the parties.

3. Budgetary and Statistical Information:

During negotiations, the Board and the Association will present relevant data, exchange points of view and make proposals and counter-proposals. As soon as available, the Board will provide the Association with a complete tentative budget for the next fiscal year in form to be filed with the District Clerk. The Board will also make available to the Association for inspection all pertinent public records, data and information of the School System on specific request.

4. Both teams may call upon consultants or negotiators to assist in preparing for negotiations, to advise them during conference sessions or to conduct all or part of the negotiations. The expense of such consultants or negotiators will be borne by the party requesting same.

5. Negotiating Procedures:

Designated representative(s) of the Board shall meet at such mutually agreed upon places and times with representatives of the Association for the purpose of effecting a free exchange of facts, opinions, proposals and counter-proposals in an effort to reach mutual understanding and agreement.

Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters. Following the initial meeting as described in "2" above, such additional meetings shall be held as the parties may require to reach an understanding on the issue(s) or until an impasse is reached. Such meetings shall generally not exceed three (3) hours and shall be held at a time other than the regular school day.

6. **Committee Reports:**

The parties agree that, during the period of negotiations, and prior to reaching an agreement to be submitted to the Board and the Association, the proceedings of the negotiations shall not be publicly released until such an issuance has the prior approval of both parties. Releases, respectively, to the Association's Executive Board or to the Board of Education shall not be deemed "publicly released."

7. **Reaching Agreement:**

When agreement is reached covering all areas under discussion, the proposed agreement shall be reduced to writing and submitted to the Association and the Board for approval. Following approval by the parties, the Board will take such action as is necessary to implement the agreement.

ARTICLE III - MEETINGS

- A. Members of the Permanent Substitute Teachers Unit will be available for meetings, including District meetings. No meeting will exceed one hour unless extended by majority vote of Permanent Substitute Teachers present. Meeting requirements will be the same as for members of the Long Beach Classroom Teachers Association.
- B. The Board will not require Permanent Substitute Teachers to participate in extra-curricular activities or attend meetings scheduled in the evening or on weekends or holidays, except as otherwise provided in Article XV of the agreement between the Long Beach Board of Education and the Long Beach Classroom Teachers Association.

ARTICLE IV - ASSOCIATION RIGHTS

- A. There will be no reprisals of any kind taken against any Permanent Substitute Teacher by reason of his/her membership in the Unit or participation in its activities.
- B. **Uses of Time:**
 - 1. The Association's representative may transact business during school hours, or other necessary time, in any school or other facility of the District, when same does not interrupt the educational program and during assigned time of the personnel involved.

2. Any Permanent Substitute Teacher and/or Unit representative called to participate in a Grievance Procedure during the school day will be excused from regular duties without loss of pay or leave time.
3. The Unit will be allowed to use the photocopying and printing equipment of the Board without charge, except for supplies, at reasonable times, when such equipment is not otherwise in use.

C. **Physical Facilities:**

1. The Unit will enjoy, for announcements and conduct of the Unit's business, the use of school facilities including teacher mailboxes, bulletin board space set aside for the Unit use, meeting rooms, school mail service, and telephone subject to prior arrangement with appropriate school authorities.
2. The Superintendent will be responsible for placing in each building when available, the following:
 - a) Permanent Substitute Teacher contract
 - b) District By-Laws (updated)
 - c) Direct administrative regulations

The above materials should be bound.

D. **Access to Information:**

1. The Board will, upon request and in compliance with State and Federal Freedom of Information Law, Article 6, Sections 85-89 of the Public Officers Law, provide the Association with any public material which will assist the Association in developing accurate, informed and constructive programs on behalf of teachers and students.
2. The Board and Unit agree to furnish each other copies of all public releases.
3. The Unit will be given the name, address and telephone number of every employee in this negotiating unit, provided employee consents.
4. All Unit members will receive a copy of this Agreement at the time of employment or at the beginning of each school year.

E. **Dues Deduction:**

1. While the unchallenged representation status of the Unit continues and provided that the procedures and forms referred to in Section 103.0, *et seq.* of Article XX of the By-Law of the Board are complied with, or such other forms

about which there is mutual agreement, the Association shall be entitled to exclusive deductions and payments of dues and fees.

2. The Board agrees to deduct from salaries of Permanent Substitute Teachers dues for the Association as said members individually and voluntarily authorize such deduction. The Board also agrees to transmit to the Association the monies so deducted. The authorization of the Permanent Substitute Teacher will be in writing in form set forth in Appendix.
3. The Unit will certify to the Board in writing the current rate of its membership dues. Should the Unit change the rate of its membership dues, it will give the Board thirty (30) days notice prior to the effective date of such change.
4. The Board will deduct the dues in equal amounts for each pay period.
5. The Board will, following each pay period during which dues deduction is made, transmit the amount so deducted to the Treasurer of the Association. Each transmittal will be accompanied by a listing of members from whom the deduction has been made and the amount deducted for each. If deductions have been made for only a portion of the deduction period, a list of new members should accompany the first transmittal of dues so deducted, showing the date of the commencement of such deductions.
6. Authorization for dues deduction will be effective until June 30th of each year and automatically renewable for subsequent annual periods unless written notice of withdrawal of authorization is submitted to the Board, or unless employment with the School District is terminated. Copies of such notices will be submitted to the Association by the Board within fifteen (15) days of receipt.

F. **Vote-Cope Deduction:**

The Board will allow the Business Office to deduct Vote-Cope contributions from Permanent Substitute Teachers' salary after the appropriate voluntary contribution forms have been filled out. This deduction shall be made once during the school year.

ARTICLE V – VACANCIES

- A. The Superintendent, or his/her designee, will send to the Association's President and to all building principals written notices of all vacancies, including athletic, co-curricular; and extracurricular positions and summer school positions for posting in each school when known.
- B. Notice of vacancies will be listed in all schools immediately upon knowledge that said vacancy will exist and in no event later than six (6) school days before the close of applications.

- C. The posting will include a description of the duties of the assignment, the qualifications required and the compensation.
- D. Nothing contained in this Agreement shall limit or restrict the Board from considering concurrently applications from other than staff or from making appointments of such new applicants after applicable procedures set forth in this Article shall have been followed.
- E. If an opening occurs during the summer, notice of the opening will be posted on the District's website and an e-mail will be sent of the vacancy notice. If a unit member wants to receive a hard copy of the posting through U.S. Mail, notification must be made to the Office of Personnel, in writing, prior to June 15 annually.

ARTICLE VI - WORKING CONDITIONS

- A. The following facilities shall be provided in each school:
 - 1. Access to the teacher workroom will be provided in each school where space is available.
 - 2. Faculty lounge(s), suitably furnished and air-conditioned where presently established, shall not be used as classrooms except in the event of an emergency.
 - 3. Teachers will be provided with keys. The expense for replacement shall be borne by the individual teacher. Unit members shall enter the buildings using key fobs that have been provided by the District. Key fobs shall not be used for staff attendance purposes.
- B. Locked storage facilities where Permanent Substitute Teachers may store instructional material and supplies and personal property will be provided. Permanent Substitute Teachers will be provided with a key for locked cabinets.
- C. Safe and healthy conditions shall exist in all rooms and areas of each building and shall be maintained on a regular schedule. Should there be a situation, which, in the Permanent Substitute Teacher's view, is unsafe or unhealthy for either the Permanent Substitute Teacher or the students, said Permanent Substitute Teacher shall report same to the building principal immediately, who, in turn, shall make it known to the Superintendent of Schools.
- D. Effective and properly maintained communication systems will exist in all schools, enabling Permanent Substitute Teachers to communicate with the main office from class, resource or library area and gymnasium. Such system will be installed in any new building or building addition, and every attempt will be made continually to maintain the system.

- E. Classroom interruptions will be kept to a minimum in the best interest of student progress.
- F. Overhead projectors, screens and other A.V. equipment will be available to all Permanent Substitute Teachers and every effort will be made to maintain them in good working order.
- G. Permanent Substitute Teachers will be free to leave the school building during their lunch periods and will notify the office when leaving.
- H. Permanent Substitute Teachers will sign their names to indicate they have arrived for work.
- I. When the Board hires a Unit member as a part-time secondary teacher, such unit member will be paid on the basis of one-fifth of annual salary according to preparation for each class taught, and may be assigned one administrative duty. Compensation for the remaining assignment shall be a pro-rated portion of the salary as defined in the Article pertaining to salary for members of this Unit. No other contractual rights accrue.
- J. In the event that a Permanent Substitute Teacher travels between buildings as part of regular assignments, the teacher will be reimbursed by the Board at the rate of 28 cents per mile or the IRS rate, whichever is higher.
- K. Appointments between parents and permanent Substitute Teachers will not be scheduled without prior notice to, and consultation with, the Permanent Substitute Teacher. However, in the event of conflict, the administrator shall resolve same. The Administration will make school space available for such appointments.
- L. Each Permanent Substitute Teacher and one guest of such Permanent Substitute Teacher, may attend, free of charge, all school sponsored activities. Each Permanent Substitute Teacher may also attend one adult education course, free of charge, per term.
- M. Permanent Substitute Teachers assigned between schools during the scheduled school day will have, substantially, the same working conditions as a regular classroom teacher with respect to preparation periods and lunch periods. Such Permanent Substitute Teachers will be assigned appropriate starting and dismissal time and their total work day shall be no longer than that of the school where they began the day. These Permanent Substitute Teachers shall be free of duty assignments.
- N. Permanent Substitute Teachers shall not be required to collect money, distribute insurance forms or other material not directly related to the learning process.
- O. Permanent Substitute Teachers will be reimbursed for the cost of replacing or repairing dentures, eyeglasses, hearing aids or similar body appurtenances, clothing or other personal property not covered by workers' compensation or other insurance

which are destroyed, lost or damaged while on school premises as a result of an injury sustained in the course of his/her employment, subject to the following conditions:

1. The aggregate of all reimbursement for duration of the contract, shall not exceed \$1,625.00.
2. The maximum reimbursement for any claim shall not exceed \$455.00.
3. The Long Beach Board of Education authorizes the establishment of a fund for reimbursement to employees for vandalism to their cars which results directly from exercising their function in supervising students; the fund to be established in the amount of \$1,625.00 for the Duration of the contract, no individual claim to exceed \$455.00.
4. In the event that at the end of the year the aggregate of all claims exceeds the amount allotted, then each claim shall be abated proportionately.
5. Claims for reimbursement are to be handled as follows:
 - a) Permanent Substitute Teachers shall file a report in writing with the Principal within five (5) working days describing the details of the situation which gave rise to the claim and file a standard district claim form with the business office.
 - b) For automobile damage claims over \$100 only, obtain a report from the police department, a case number and a written estimate of repair from a licensed repair shop. Provide the business office with copies of each of these. In addition, file a copy of the written report required in (a), above, along with a standard district claim form.

ARTICLE VII- GRIEVANCE POLICY

A. Definitions:

1. "Grievance" is hereby defined as any dispute relating to the meaning, interpretation or application of any express term or provision of the within Agreement.
2. Permanent Substitute Teacher - an employee within this instructional Negotiating Unit or any group of such employees or the Unit on their behalf.
3. "Aggrieved Party" - shall mean the Permanent Substitute Teacher or the Unit acting on the Permanent Substitute Teacher's behalf.

B. **Basic Principles:**

1. It is the intent of these procedures to provide for the orderly and prompt settlement of differences in a fair and equitable manner.
2. No reprisals of any kind shall be taken by either party or by any member of the Administration against any of the Grievance Committee or any participant in the grievance procedure by reason of such participation.
3. Failure at any step to communicate a decision within the specified time limit shall permit the aggrieved to proceed to the next step.
4. If a grievance which affects a group of Permanent Substitute Teachers appears to be associated with district-wide policy, it may be submitted by the Unit directly at Stage Two described below.
5. Decisions rendered at Stage One, Two, Three and Four of the procedure shall be in writing setting forth the decision and the reasons thereof and shall be transmitted promptly to all parties in interest.
6. If a grievance is filed on or after June 1st, every attempt will be made so that the grievance procedure may be exhausted prior to the end of the school term.
7. Any Aggrieved Party of the Unit shall have the right to be represented at any Stage by the Unit Grievance Committee or by its respective counsel.
8. A grievance shall be deemed waived unless it is submitted within thirty (30) school days after the Aggrieved Party knew or should have known of the event or condition on which it is based.

C. **Procedures:**

1. **Stage One:**

The Aggrieved Party shall submit the grievance to his/her Principal. Said grievance shall be in writing, setting forth the specific nature of the grievance, facts relating thereto and the term or provision of this Agreement in dispute, using an appropriate form. The Principal shall render his determination to the Aggrieved Party within five (5) school days after the grievance has been presented.

2. **Stage Two:**

- a) If the aggrieved is not satisfied with the decision at Stage One, said aggrieved may direct the Unit Grievance Committee to present the grievance to the Superintendent within five (5) school days after the decision at Stage One.

- b) The Superintendent or his/her designee shall, within five school days of receipt of the original grievance determination and notice of appeal from Stage One, hold a conference with the Aggrieved Party.
 - c) The Superintendent shall render his determination to the Aggrieved Party within five school days of the conference.
3. **Stage Three:**
- a) If the Aggrieved is not satisfied with the decision at Stage Two, he may direct the Unit's Grievance Committee to present the Grievance to the Board within five (5) school days after written decision at Stage Two.
 - b) A committee of one or more Board members shall, within fifteen (15) school days after receipt of the written grievance, prior determinations and notice of appeal, meet with the Aggrieved Party in an effort to resolve it.
 - c) This Committee shall have the right to discuss this Grievance with the entire Board. The Committee of the Board shall, within ten (10) school days of the conference, render its decision.
 - d) If the Grievance is not satisfactorily resolved at this Stage, the Aggrieved may proceed to Stage Four.

4. **Stage Four:**

- a) If the grievance is not satisfactorily resolved at Stage Three or if no decision has been rendered within the time limit specified above, only the Association may submit a written request for binding arbitration to the Clerk of the Board. Such written request must be submitted within thirty (30) school days following the date that the Association receives the Stage Three decision. The grievance will be deemed null and void upon failure to comply with the above.
- b) Within five (5) school days after such written notice of submission to arbitration, the Board and the Unit shall agree upon a mutually acceptable arbitrator competent in the area of grievance, and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association on the selection of an arbitrator.

- c) The selected arbitrator will hear the matter promptly and will issue his decision not later than fourteen (14) calendar days from the date of the close of the hearing, or, if oral hearing has been waived, then from the date the final statements and proofs were submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues.
- d) If the arbitrator decides in favor of the Aggrieved, and if he so orders, all matters pertaining to the grievance proceedings shall be removed, as ordered, from the Aggrieved's personnel files.
- e) The arbitrator shall have no power of authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.
- f) The decision of the arbitrator shall be final and binding on all parties.
- g) The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Board and the Unit.
- h) That anything to the contrary herein contained notwithstanding:
 - (i) In event of any dispute with respect to any matter within the definition of "grievance", the parties hereto agree that arbitration shall be the sole and exclusive remedy.
 - (ii) Termination of the service of Permanent Substitute Teacher shall not be subject to arbitration.

ARTICLE VIII - CONDITIONS OF PROFESSIONAL PRACTICE

A. With Respect to All Schools:

1. The Unit recognizes the magnitude of its responsibilities to the students of the Long Beach School District. The progress of each student towards realization of his/her potential as a worthy and effective citizen occurs in the formal setting of the classroom and in the informal structure of the school day.

Accordingly, the Unit espouses a commitment to the students of Long Beach to assist the students in independent action in the pursuit of learning formally and informally.

It recognizes that contact between teachers and students is generally in a formal group setting.

In addition to this setting, individual contact between the teacher and student is most desirable. Therefore, teachers, as they plan activities, should allocate time for individual contact with students. Such contact may include, among

other things, but not be limited to, attendance in lunchrooms, playgrounds and media centers.

2. Once a schedule has been established by Central Administration for the school year for the starting and dismissal time of the school day for each school within the contractual number of hours, any change in school schedules shall be negotiated with the Association.

Effective with the 2021-22 school year, the length of the teacher workday shall not exceed six (6) hours and forty-five (45) minutes at the elementary level and seven (7) hours at the secondary level. Effective with the 2022-23 school year, the length of the teacher workday shall not exceed seven (7) hours at all levels.

B. With Respect to Elementary Schools

1. The current practice respecting assignment of unit members for consecutive periods of time shall continue except that no unit member shall teach more than two and one-half (2-1/2) consecutive hours except by mutual consent.
2. Each unit member shall have a duty-free lunch period of no less than fifty (50) minutes.
3. Each unit member shall have five (5) duty-free preparation periods per week each consisting of a minimum of forty (40) consecutive minutes wherever practicable, divided into one period per day if the scheduling allows. Preparation periods shall be used for professional job-related work to include:
 - a) Preparation for classes
 - b) Preparation of teaching materials
 - c) Presentation of or attendance at demonstration lessons
 - d) Participation in teacher training
 - e) Conferences with the Principal, with other teachers or with students
 - f) Grading and/or review of student work
4. Each unit member shall perform bus duty as a regular rotating administrative assignment. Such unit member shall not be assigned to a duty assignment for hall duty, restroom duty or playground duty.

5. **Professional Period**

Unit members shall have a daily 25-minute professional period prior to the arrival of students. Effective with the 2022-23 school year, such professional period may be after the arrival of students and shall be a minimum of 40 consecutive minutes per day. The professional period shall include any of the following activities:

- a) Meetings with head teachers
- b) Grade Level Meetings
- c) Child Study Team Meetings
- d) Interdisciplinary Meetings
- e) Administrator/Teacher Meetings

6. Permanent substitute teachers shall not be assigned to perform clerical duties other than those normally performed by members of the teaching staff except in case of an emergency which shall be defined as a sudden, unexpected event requiring an immediate response.

7. **Weekly Updates – Elementary Level**

Teachers at a grade level will collaboratively inform the Principal of upcoming lesson topics, learning expectations, assessments and activities weekly through digital means for mathematics, reading and writing. Special area teachers will provide upcoming lesson topics, learning expectations, assessments and activities weekly through digital means for their subject areas.

8. The provisions of this article shall not relieve a Permanent Substitute Teacher from exercising his/her normally expected professional responsibility.

C. **With Respect to Secondary Schools:**

- 1. Building schedules shall include nine (9) periods daily, each consisting of forty-two (42) consecutive minutes.
- 2. No unit member shall teach more than three (3) consecutive periods, except by mutual consent.
- 3. Each unit member shall have one (1) duty free lunch period of forty-two (42) consecutive minutes per day.
- 4. Each unit member shall have five (5) duty-free preparation periods per week, each consisting of forty-two (42) consecutive minutes, divided into one period

per day, if scheduling allows. Preparation periods shall be used for professional job-related work to include:

- a) Preparation for classes
 - b) Preparation of teaching materials
 - c) Preparation of, or attendance at, demonstration lessons
 - d) Participation in teacher training
 - e) Conferences with the Principal, with other teachers or with students
 - f) Grading and/or review of student work
5. Each unit member shall have a maximum of five (5) instructional periods of forty-two (42) consecutive minutes per day.
 6. Unit members shall be responsible for administrative assignments, e.g., supervision of halls, lunchrooms and study halls; such assignments shall be made daily.
 7. Permanent substitute teachers shall not be assigned to perform clerical duties other than those normally performed by members of the teaching staff except in case of an emergency which shall be defined as a sudden, unexpected event requiring an immediate response.
 8. This provision of the Article shall not relieve a unit member from exercising his/her normally expected professional responsibilities.
 9. Each secondary teacher shall provide extra help to his/her pupils for sixty (60) minutes per week: in two (2) thirty (30) minute sessions per week, one of which may be in the morning; or as a one-hour block. The schedule of such assistance shall be at the discretion of the teacher. Teachers shall be available after school. However, the teacher shall post a schedule of his/her availability.

Teachers will maintain records of the date(s) and time(s) at which extra help is provided as well as the names of those students who have availed themselves of this assistance.
 10. Each unit member shall be assigned one (1) professional period of forty-two (42) consecutive minutes per day. Professional periods shall be used for the following activities as assigned by the administration:

- a) Tutorial/AIS/Enrichment: Each secondary Unit member may be assigned a maximum of 60 periods per year. These periods may be assigned consecutively. No more than 6 students (3 for special education) shall be assigned in any one group. (Testing, screening and evaluating special education students by special education staff may be assigned up to five (5) times in a six (6) day cycle, subject to the maximum of sixty (60) periods per year. Assignments shall be made in the teacher's area of tenure. The parties will meet to develop a method of professional feedback regarding student progress. These sessions shall not be deemed a class period. Said sessions shall not be for credit-bearing purposes.
- b) Curriculum involvement and development (except for such work normally performed for extra compensation pay).
- c) Developing ability to use the computer and related information technologies as instructional tools.
- d) Participation in professional growth activities.
- e) Articulation with other staff members regarding specific students.
- f) Participation in case study, child study and parent meetings.
- g) Maintaining department display cases, and department and classroom bulletin boards.
- h) Observing colleagues' instruction, when mutually agreed to by both teachers.
- i) Reviewing and evaluating educational materials (e.g., software, texts).
- j) Participating in professional discussions regarding instructional programs.
- k) Reviewing student records.
- l) Preparation of laboratory exercises.

The administration shall consult with staff with respect to the assignment of responsibilities set forth in subparagraphs b through l above.

11. Effective February 2022, an Advisory Period may be conducted at the

secondary level within the regular school day two (2) times per month, twenty (20) minutes per session and the daily schedule shall be adjusted accordingly. Teacher's lunch periods shall not be reduced more than two (2) minutes on days which an Advisory Period is scheduled.

ARTICLE IX - ACADEMIC FREEDOM

- A. The nature of American democracy imposes certain obligations upon the Board, the Administration, the Permanent Substitute Teachers and the Community, that they be able to have access to all sides of controversial issues, sort out facts and arrive at independent conclusions. Students in school, therefore, have a right to be exposed to issues which are within their intellectual grasp and under current debate in our society.
- B. The Board and the Association through its policies will attempt to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution, the Bill of Rights and all other Constitutional Amendments and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere in which academic freedom for student and teacher is encouraged.
- C. The Permanent Substitute Teachers as individuals, and through their committees and departments, will be responsible for determining when and how to deal with the controversial issues according to the maturity and needs of students and the policies of the Board. However, the basic content of a course and provisions for its implementation and all supervision shall be the responsibility of the Board.
- D. No special limitations will be placed upon study, investigation, presenting and interpreting facts and ideas concerning man, human society, the physical and biological world and other branches of learning. These endeavors are subject only to accepted standards of professional educational responsibility.
- E. The administration will be available to consult with Permanent Substitute Teachers regarding the appropriateness of materials and the use of non-school personnel to present viewpoints to students. When supplementary materials are used, the teacher, when practicable, shall notify the principal of the use of such materials. Whenever such supplementary materials are textbooks, any use of same shall require the prior approval of the Board as required by law.

ARTICLE X - STUDENT-PERMANENT SUBSTITUTE TEACHER RELATIONS

- A. It is recognized that not all children will respond positively to similar exposures and that alternative educational offerings are essential for the District. Every attempt will be made to meet the needs of the children of the District.

B. Maintenance of Discipline:

1. The Administration and the Permanent Substitute Teachers recognize their joint responsibility to provide the optimal conditions for teaching and learning. The Administration recognizes its responsibility to give all reasonable support and assistance to Permanent Substitute Teachers with respect to maintenance of control and discipline in the classroom. To this end, Rules and Regulations for Student Control have been adopted with the Association's involvement. Whenever it appears that a particular pupil requires an evaluation by pupil personnel services, a case conference will be called with the appropriate school personnel, including the classroom instructor. Such a case conference typically will be initiated by the Permanent Substitute Teacher in conjunction with the principal. Such a conference may end with an educational prescription, should this be warranted.
2. A Permanent Substitute Teacher, in the exercise of his or her professional judgment, may send a student to the principal or his/her designee for disciplinary action for violations under said Rules and Regulations or other violations. These offenses will include, but not be limited to, use of profanity, obscenity, deliberate and open defiance of authority, fighting, destruction of school property, verbal abuse and other infractions as are included under the rules and regulations pertaining to students.

In cases of continuing disruptive behavior, the Permanent Substitute Teacher will furnish the principal as promptly as his/her teaching obligation will permit, all full particulars of the incidents. Pending resolution of the problem through a conference between the Permanent Substitute and the principal, the student may, at the principal's direction, subject to statutory provisions, be removed from the class.

3. Suspension of students from school may be imposed as permitted by statute.

C. Physical Harm:

1. In any case of assault upon a Permanent Substitute Teacher, the Permanent Substitute Teacher may send the student immediately to the building principal's office. The time lost by a Permanent Substitute Teacher in connection with any incident mentioned in the sub-paragraphs relating to assault in this Article will not be charged against the Permanent Substitute Teacher.
2. The assault incident will be reported promptly by the Permanent Substitute Teacher or his/her designee to the building principal, the Superintendent, the Building representative of the Unit and the Unit's attorney. Prior to the return of said student to class and before the end of the school day or within 24 hours, there will be a conference between the Permanent Substitute Teacher involved, the principal and the Unit representative.

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3. Pursuant to provisions of section 3028, Education Law, in the event any civil or criminal action or proceeding arising out of disciplinary action taken against any pupil while in the discharge of the Permanent Substitute Teacher's duties within the scope of his/her employment is brought against the Permanent Substitute Teacher, the Permanent Substitute Teacher will deliver to the Board, within ten (10) days of the time he/she is served; the original or a copy of the summons, complaint, process, notice, demand or pleading served on said Permanent Substitute Teacher. Thereupon, the Board will provide an attorney and pay such attorney's fees and expenses necessarily incurred in defense of the Permanent Substitute Teacher in any such action or proceeding.

D. **Teacher Complaints:**

When complaints are made against a faculty member by any parent, student or other teacher to any person in any administrative position, the Permanent Substitute Teacher so named by the Administrator receiving the complaint shall be informed thereof.

ARTICLE XI - TEACHER EVALUATION

1. The purpose of supervision and evaluation is the goal of the District for improvement of instruction and professional growth. Evaluation forms have been devised for the purpose of evaluation of all Permanent Substitute Teachers.
2. A single observation by a supervisor in any one year shall not be used as the sole basis for evaluation. Permanent Substitute Teachers shall be observed and evaluated at least twice a year.
3. No Permanent Substitute Teacher will be observed more than once on the same day.
4. All Permanent Substitute Teachers will receive a written report of every formal observation. No written evaluation of classroom performance will be placed in a Permanent Substitute Teacher's personnel file without said Permanent Substitute Teacher's knowledge.
5. No written evaluation of classroom performance will be made without formal observation.
6. Procedure: All formal classroom observations of Permanent Substitute Teachers will be done with his/her knowledge. This does not mean prior notice. Said obsetvations will be followed by:
 - a) a Permanent Substitute Teacher-supervisor conference within five (5) days
 - b) a written evaluation (as set forth in "4" above)
 - c) such evaluation will be seen and signed by the Permanent Substitute Teacher.
7. Permanent Substitute Teachers called for a formal conference by the Superintendent, building principal, or vice-principal to discuss possible neglect of professional duties,

obligations or performance on the part of the Permanent Substitute Teacher will be allowed to have a Unit representative present during such conference.

ARTICLE XII - PERSONNEL FILES

1. A Permanent Substitute Teacher will have access to his/her personnel file upon request by the Permanent Substitute Teacher at any reasonable time.
2. No material, excluding references and information obtained in the process of evaluating the Permanent Substitute Teacher for initial employment, will be filed unless the Permanent Substitute Teacher has had an opportunity to examine such material. The Permanent Substitute Teacher must affix his/her signature on the actual copy to be kept with the understanding that such signature merely signifies that the material has been examined. Such signature does not necessarily indicate agreement with the content of the material.
3. The Permanent Substitute Teacher will have the right to answer any material placed in his/her file and this answer will be reviewed by the Superintendent if said Permanent Substitute Teacher requests removal of such material.
4. A meeting may be called for by a Permanent Substitute Teacher with the Superintendent to discuss removal of such material from said Permanent Substitute Teacher's file. The Permanent Substitute Teacher may be accompanied by a Unit representative.
5. Within reason, upon receipt of a written request, the Permanent Substitute Teacher will be furnished a reproduction of any material, excluding references or information obtained in the process of evaluating the Permanent Substitute Teacher for initial employment.

ARTICLE XIII - SUMMER SCHOOL

- A. Once a summer school program has been established, the Board will publicize its general scope and content, listing the teaching positions open to be filled by the faculty.
- B. Unit members shall be eligible for classroom teaching assignments during the summer school program.
- C. All provisions of this contract shall be applicable to teachers of summer school, provided he/she is a Permanent Substitute Teacher.
- D. No teaching position shall be filled by a teacher not employed by the Long Beach School District if there is an equally qualified applicant who is employed by the Long Beach School District.

E. When applicants for summer school positions exceed the positions available, the best qualified applicant shall be selected. In making such selections, the following guidelines shall be observed:

- 1) The teacher's experience
- 2) The teacher's area of competence
- 3) The teacher's performance

F. Compensation for summer school teaching shall be \$77.53 per hour for the 2021-22 school year; \$78.50 per hour for the 2022-23 school year; \$79.67 per hour for the 2023-24 school year; \$80.87 per hour for the 2024-25 school year and \$82.28 per hour for the 2025-2026 school year.

Effective for the 2021-22 school year, extended school year teachers shall be paid \$62.78 per hour, and summer school and extended school year nurses shall be paid \$45.29 per hour. Such rates shall be increased as follows: effective July 1, 2022 - \$63.56 and \$45.86; effective July 1, 2023 - \$64.52 and \$46.55; effective July 1, 2024 - \$65.48 and \$47.24; and effective July 1, 2025 - \$66.63 and \$48.07.

ARTICLE XIV - HOMEBOUND INSTRUCTION (TUTORING), IN-SERVICE INSTRUCTION AND CONFERENCE FACILITATORS

- A. Permanent Substitute Teachers giving homebound instruction (tutoring) and after-school instruction - Recreation Programs will be paid at the rate of \$58.35 per hour for the 2021-22 school year, \$59.08 per hour for the 2022-23 school year, \$59.97 per hour for the 2023-24 school year, \$60.86 per hour for the 2024-25 school year, and \$61.93 per hour for the 2025-26 school year.
- B. Any member of this Negotiating Unit who teaches an in-service course shall receive for a two-hour session, \$145.07 for the 2021-22 school year, \$146.88 for the 2022-23 school year, \$149.09 for the 2023-24 school year, \$151.32 for the 2024-25 school year, and \$153.97 for the 2025-26 school year.
- C. If a Permanent Substitute Teacher gives up his/her lunch period, prep period or part thereof to take charge of a class or accepts responsibility for a second class in addition to his/her own, he/she shall receive compensation \$31.68 for the 2021-22 school year, \$32.08 for the 2022-23 school year, \$32.56 for the 2023-24 school year, \$33.05 for the 2024-25 school year, and \$33.63 for the 2025-26 school year for such added responsibility.
- D. Unit members who participate in pre-conference training and/or engage in preparation work for the purpose of acting as a facilitator at District conferences shall be compensated \$58.35 for the 2021-22 school year, \$59.08 for the 2022-23 school year, \$59.97 for the 2023-24 school year, \$60.86 for the 2024-25 school year, and \$61.93 for the 2025-26 school year, not to exceed two hours for training and/or preparation for anyone conference.

ARTICLE XV - LEAVES OF ABSENCE

A. Absence with Pay for Permanent Substitute Teacher Due to Personal Illness, etc.

1. Absence from duty because of
 - a) personal illness
 - b) death or serious illness in immediate family, including wife, husband, mother, father, child, sister, brother, mother-in-law, father-in-law, grandparents, grandchild, son-in-law or daughter-in-law.
 - c) religious holy days other than days on which school is closed

on the part of a Permanent Substitute Teacher, shall be excused with pay for eight (8) school days per school year. Teachers shall be permitted to accumulate up to forty (40) unused sick days for use purposes only. Teachers in this unit who are subsequently hired to a position in the LBCTA shall be permitted to carryover to his/her position in the LBCTA such sick days as our accumulate did pursuant to this paragraph.

2. No absence, which, together with absence due to personal business, exceeds current eight (8) school days shall be excused with pay.
3. Any application for excuse with pay, of absence due to personal illness, shall be denied if such application is disapproved by Chairman of Medical staff (Sec. 913, Education Law).
4. An application for excuse with pay shall be denied, at the discretion of the Superintendent, where, on the date of absence from school, the applicant reports for duty to another remunerated activity of the Board of Education, afternoon or evening.

B. Personal Business Leave:

1. Included in sick leave, a maximum of three (3) days per year shall be available for personal business. Personal business leave may be used only for:
 - a) Legal matters: house closing, income tax hearings, adoption proceedings, court appearances, probating wills, obtaining professional certification.
 - b) Ceremonies: day of graduation ceremony, wedding ceremony, or religious ceremony, plus one travel day prior to ceremony and one travel day after ceremony of permanent substitute or immediate family

(spouse, children, mother, father, grandchild, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, or grandparents).

- c) Bereavement or Shiva: for death in the family (spouse, child, grandchild, mother, father, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law or grandparent) five (5) days of absence will be approved; for death of sister-in-law or brother-in-law, three (3) days of absence will be approved. These days will be non-deductible from sick days and without loss of salary.
- 2. Items not covered by this Contract will require prior approval by the Superintendent.

Notice of such absence will be submitted in writing in advance to building principal except in cases of emergency where notice cannot be given.

- 3. Notwithstanding the above, three (3) personal business day per year may be used at the discretion of the teacher, except as noted in Section 4 below.
- 4. Use of sick leave for personal business before or after holidays, vacation and the opening or closing of school requires the prior approval of the Office of the Superintendent of Schools.

C. **Extended Leave of Absence:**

- 1. **Jury Duty:** Permanent Substitute Teachers summoned for jury duty may receive such time off with pay and without charge to sick leave only if a timely formal postponement to a non-working time period has been requested and denied. In such cases, full written documentation of the request and denial thereof must be submitted to the Superintendent's Office prior to the commencement of jury duty.
- 2. **Legal Proceedings:** Any Permanent Substitute Teacher appearing as a witness under subpoena in any court, arbitration or PFRB hearing will be granted a leave of absence which will not be chargeable to sick leave, provided it is a matter within the scope of their employment.

3. **Pregnancy Leave:**

- a. If a Permanent Substitute Teacher desires an unpaid pregnancy leave, she must notify the Superintendent no later than fifteen (15) school days prior to the commencement date of such leave. Such request must include the date on which she wishes to commence such leave and the date she wishes to return.
- b. At that time, the Permanent Substitute Teacher shall also indicate to the Superintendent if she desires a maternity leave following the

pregnancy leave, in which case she shall also specify the date on which she wishes to return from the maternity leave.

- c. The pregnancy leave must begin not later than the time when the Permanent Substitute Teacher's condition first begins to interfere with the full performance of her teaching duties.
 - d. Any Permanent Substitute Teacher physically disabled by reason of pregnancy or childbirth shall receive the available sick leave benefits for that portion of the school year coinciding with such disability provided the Permanent Substitute Teacher furnishes a medical certificate from her physician that during such period she was, in fact, physically disabled.
 - e. The pregnancy leave shall terminate when the Permanent Substitute Teacher's condition, as verified by a written statement from her attending physician, enables her to resume the full performance of her duties.
4. **Compensable Injury:** That Article VII-B (D) of the By-Laws be amended to read as follows:

"Whenever, after July 1, 1972, a member of the Permanent Substitute Teacher Unit shall incur a compensable on-the-job injury necessitating absence from work as a result thereof, he/she shall receive his/her regular salary and fringe benefits to which he/she would have been entitled during such absence, reduced by any Workers' Compensation awards, reimbursements or benefits received, subject to the following conditions:

1. In no event shall any such salaries and fringe benefits be paid for absences in excess of 160 school days.
2. The Board shall have the right for its medical staff to examine and certify whether such absences were and are directly caused by such injury.

ARTICLE XVI - SALARY SCHEDULES

1. The salary schedule for the term of this Agreement is:

SCHEDULE	
7/1/2021	\$231.66 per day
7/1/2022	\$236.29 per day
7/1/2023	\$241.02 per day
7/1/2024	\$245.84 per day
7/1/2025	\$250.76 per day

2. **Extended Responsibilities:** When a member of the unit is assigned to a teaching assignment and remains with the same assignment for a period of more than 10 consecutive working days, the rate of pay for this assignment shall increase on the 11th day to 1/200 of BA Step I per day; and again on the 21st day of such service to 1/200 of the entry salary the unit member would receive if he/she were being hired as a probationary or regular substitute teacher.

In addition, if permanent substitutes work beyond the last date of their schedule in any school year, they shall be paid at the appropriate rate from the schedule above.

3. Beginning with their assignment in the school year in which permanent substitutes commence their 10th year of credited service, permanent substitute teachers will \$15.53 per day effective July 1, 2021, \$15.72 per day effective July 1, 2022, \$15.96 per day effective July 1, 2023, \$16.20 per day effective July 1, 2024, and \$16.48 per day effective July 1, 2025.
4. Effective for the school year 2012-2013, permanent substitute teachers shall be entitled to a one-time payment of \$400 which shall not be included in base salary.

5. **Overnight Trips**

- a) Any unit member who chaperones a day field trip which extends more than six (6) hours and forty five (45) minutes beyond the school day, or an overnight trip shall be compensated at the rate of \$155.05 for the 2021-22 school year, \$156.99 for the 2022-23 school year, \$159.34 for the 2023-24 school year, \$161.73 for the 2024-25 school year, and \$164.56 for the 2025-26 school year.
- b) Any unit member chaperoning a trip during the weekend shall be compensated per day at the above rates.

6. **Vision Coverage:** The Board agrees to provide a comprehensive eyeglass coverage policy in the amount of four hundred (\$400) dollars for each member every two (2) years effective July 1, 2014. Such coverage may be used for the member and his/her family. If the four hundred (\$400) dollars is not used in a given year, it may not be rolled over to subsequent years.

7. **Health Insurance**

- A. The Board will pay eighty (80%) of the cost of individual or family health insurance premiums for the members of this bargaining Unit, as presently defined in the Empire Plan and HIP Plan Options.
- B. Unit members working for nine and one-half months (170 days) in any given year, paying a percentage toward his/her premium for twelve (12) months of health insurance over the nine and one-half month period, will be maintained

on the district health insurance through the September start date of the following year.

- C. The effective date for health insurance coverage for new employees shall be the first day of employment.

ARTICLE XVII - METHOD OF PAYMENT OPTIONS

1. The Salaries of members of this negotiating unit may be paid as follows:

Bi-Weekly in accordance with District payroll procedures, as negotiated by the Long Beach Classroom Teachers Association.
2. Pay options must be made in writing prior to the end of the preceding school year, and once elected will continue for the full school year.
3. Coaching salaries will be paid in two (2) payments, one payment on that pay day nearest to half-way through the coaching season and the second payment on that pay day nearest to the end of the coaching season.
4. The Board shall check off and remit payments to the NYSUT Benefit Trust upon submission of a signed authorization to the Payroll Office for anyone within the bargaining unit. Such signed authorization may be discontinued at the end of its term upon written notice by the employee to the Board. The Board shall remit to the NYSUT Benefit Trust the payments deducted and shall furnish the Plan and the bargaining unit agent with a list of all employees from whose salaries such deductions have been made.

ARTICLE XVIII - PRIOR SERVICE CREDIT

Permanent substitute service as a member of this Unit shall be acknowledged when a permanent substitute teacher becomes a member of the Instructional Negotiating Unit (Group A) of the Long Beach City School District. However, in no event shall any member receive or be entitled to any credits or salary steps in addition to any previously granted or entitled by past public school service as defined by the District, which would result in the member receiving more than five (5) service credits or salary steps above Step 1. Upon appointment to the position described above, the member must supply "satisfactory proof" or documentation for all service credit claimed. In the event of a dispute, same shall be resolved conclusively by the Superintendent of Schools.

ARTICLE XIX - STATUS OF AGREEMENT

That, except as in this Agreement otherwise expressly provided, all By-laws, written Rules and Regulations affecting terms and conditions of employment adopted by the Board of Education shall remain in full force and effect; however, notwithstanding the foregoing, it is agreed that this Agreement will supersede the foregoing By-Laws, written Rules and Regulations if same will be contrary to or inconsistent with the terms of this Agreement. Further, the Board of Education shall

have the right to change any such By-Law, written Rules and Regulations if same shall be a term or condition of employment and not contrary to or inconsistent with the terms of this Agreement.

ARTICLE XX - CONFORMITY TO LAW SAVING CLAUSE

- A. If any provisions of this Agreement are or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced except to the extent permitted by law.
- B. In the event that any provisions of this Agreement are or shall at any time be contrary to law, all other provisions of the Agreement shall continue in full force and effect.

ARTICLE XXI - STATUTORY REQUIREMENTS

"IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUND THEREOF, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL".

ARTICLE XXII - NO STRIKE PLEDGE

- A. The Board and the Unit recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The Board and the Unit subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program.
- B. The Unit therefore affirms that it does not assert the right to strike against the Board or the School District, nor to assist or to participate in any such strike, or to impose an obligation to conduct, assist or participate in such a strike, and for all purposes hereof, the term "strike" means any strike or concerted stoppage of work or slowdown by employees covered in this Agreement.

ARTICLE XXIII - ZIPPER PROVISION

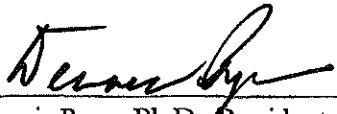
The Board and the Association agree that all negotiable items have been discussed during the negotiations leading to this Agreement and therefore agree that negotiations will not be reopened on any item, whether contained herein or not, during the life of this Agreement.

ARTICLE XXIV - TERMINATION CLAUSE

That anything herein above set forth to the contrary notwithstanding, the Board shall have the right to terminate the services of any member of this Unit at any time upon thirty (30) calendar days notice to such effect.

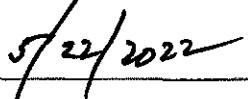
ARTICLE XXV - DURATION OF CONTRACT

This Agreement will be effective as of July 1, 2021 and continue in effect through June 30, 2026.



Dennis Ryan, Ph.D., President
Board of Education
City School District of City of Long Beach

Date:


5/22/2022

Keith Harvey, President
Permanent Substitute Teacher Unit

Date:


5/22/22

