

BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT

OF

THE CITY OF LONG BEACH

AND

**THE LONG BEACH CLASSROOM TEACHERS ASSOCIATION
PROFESSIONAL AGREEMENT**

JULY 1, 2020 THROUGH JUNE 30, 2021

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	PREAMBLE.....	1
I	RECOGNITION.....	1
II	BOARD-ADMINISTRATION-ASSOCIATION RELATIONSHIPS AND PROCEDURES.....	2
III	NEGOTIATION PROCEDURE.....	4
IV	MEETINGS.....	5
V	ASSOCIATION RIGHTS.....	6
VI	VACANCIES.....	10
VII	TRANSFER OF PERSONNEL – VOLUNTARY.....	10
VIII	TRANSFER OF PERSONNEL – INVOLUNTARY.....	11
IX	JOB SECURITY.....	12
X	SCHOOL CALENDAR.....	13
XI	WORKING CONDITIONS.....	13
XII	GRIEVANCE POLICY.....	17
XIII	STAFFING AND PROGRAMMING.....	21
XIV	PARAPROFESSIONALS AND AIDES.....	22
XV	CONDITIONS OF PROFESSIONAL PRACTICE.....	21
XVI	ACADEMIC FREEDOM.....	27
XVII	STUDENT - TEACHER RELATIONS.....	29
XVIII	TEACHER RECRUITMENT.....	29
XIX	TEACHER EVALUATION.....	30
XX	PERSONNEL FILES.....	31
XXI	TEACHER PROFESSIONAL GROWTH.....	31
XXII	SUMMER SCHOOL.....	34
XXIII	HOME-BOUND INSTRUCTION (TUTORING) AND IN-SERVICE INSTRUCTION.....	35
XXIV	(1) GUIDANCE (2) DEANS (3) LEAD TEACHERS.....	35
XXV	SUBSTITUTE AND EMERGENCY ASSIGNMENTS.....	37
XXVI	LEAVES OF ABSENCE.....	37
XXVII	INSURANCE.....	45
XXVIII	SALARIES.....	48
XXIX	METHOD OF PAYMENT OPTIONS.....	50
XXX	RETIREMENT OPPORTUNITIES.....	50
XXXI	STATUS OF AGREEMENT.....	53
XXXII	CONFORMITY TO LAW SAVING CLAUSE.....	53
XXXIII	STATUTORY REQUIREMENTS.....	54
XXXIV	NO STRIKE PLEDGE.....	54
XXXV	"ZIPPER" PROVISION.....	54
XXXVI	DURATION.....	54
	SIGNATURE PAGE.....	55
	SALARY SCHEDULES.....	56-62

PREAMBLE

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

The Board, the Superintendent and the Association 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 education programs depend upon the intelligent utilization and involvement of the entire faculty.

The Board has a statutory obligation to negotiate with the Association as the representative of its teaching 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 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 this Agreement.

NOW, THEREFORE, this Agreement is made and entered into as of July 1, 2020 by and between the Board of Education of the City School District of the City of Long Beach and the Long Beach Classroom Teachers Association, Inc.:

ARTICLE I **RECOGNITION**

- A. School Board Authority: The Association 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 District under existing laws, rules and procedures.
- B. Association Recognition
 - 1. The Board recognizes the Association, and the Association undertakes to act as the exclusive bargaining representative of all those involved in the Instructional Negotiating Unit herewith defined to include all teachers,

including, but not limited to, school nurse teachers, school nurses, guidance counselors (other than those in charge), attendance teachers, school librarians, special education, summer school teachers (if otherwise members of the Instructional Negotiating Unit), Pre-Kindergarten teachers and part-time teachers who are defined as those persons working not less than 20 hours per week for a full semester or a teacher working not less than three full teaching days per week for a full semester, excluding therefrom any temporary and casual employees. The Superintendent, Assistants to the Superintendent, Principals, Vice-Principals, Assistant Principals, Coordinators, Directors and Supervisors, School Psychologists, Social Workers, Guidance Counselors in Charge, Department Chairpersons, Head Teachers and Director of Adult Education are excluded from this unit of representation.

2. The Association shall be entitled to unchallenged representation status for all employees in the Instructional Negotiating Unit until June 30, 2021 provided the Association submits to the Board by December 1, 2020 a notarized list of the active members of the Association which list shall contain more than 50% of the total employees in the Instructional Negotiating Unit.

C. Employee Rights

1. Nothing in this Agreement shall be construed to deny any employee his 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
BOARD-ADMINISTRATION-ASSOCIATION
RELATIONSHIPS AND PROCEDURES

A. Implementation

1. In order to inform each other of the educational needs and problems which are encountered in the operation of the schools, the Board and the Association will establish meetings within the framework of a Board-Teacher Relations Committee. Meetings will be scheduled:
 - a. to discuss mutual goals

- b. in order to attain a harmonious and effective high standard of quality education.
- 2. Subject to mutually agreeable times, the meetings described in subsection 1 above, may be requested by:
 - a. the Board
 - b. the Superintendent
 - c. the Association
- 3. The Association shall be given a place on the agenda of all meetings of the Board and will have the right to present brief reports and announcements.
- 4. The Association will receive written notice of proposed amendments to the Board's By-Laws as soon as available to the Board.
- 5. A joint Administration-Association Committee will evaluate educational programs of the District which are of mutual concern at least every two years. The purpose of the evaluation will be to examine the effectiveness of the school experience for all personnel concerned and to seek an improved quality of education. The processes used and the evaluative instruments developed will be determined by the Committee. Such evaluations shall not be subject to grievance or arbitration.
- 6. The Association will appoint representatives to committees to participate in, but not be limited to, the following activities:
 - a. Selection of administrators and supervisors
 - b. Selection of building programs
 - c. Development of curriculum and in-service programs.
- 7. Upon request of the Superintendent or the Executive Board of the Association, the parties shall meet at regular intervals to discuss matters of mutual interest.
- 8. The Superintendent will meet with the Association President and the Executive Officers to discuss educational affairs and to consider matters of District-wide significance.
- 9. Building principals will meet with their respective Association building representatives on matters related to the individual school when brought to their attention. These meetings will be held at a mutually agreed time.

ARTICLE III

NEGOTIATION PROCEDURE

- A. During the term of this Agreement, the Board and the Association will agree to undertake collective bargaining for a successor agreement. 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 the 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 counterproposals. As soon as available, the Board will provide the Association with a complete tentative budget for the next fiscal year in the 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 and 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 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 necessary to implement the agreement.

ARTICLE IV **MEETINGS**

- A. All District conferences, not to exceed four (4) per year, will be planned by a committee composed of representatives of CTA, ASPPG and Central Administration. This Committee will be appointed by October 1 of each year.
- B. The Administration will encourage members of this negotiating unit to make visitations, attend conferences, institutes, workshops, coaching clinics, trips, and meetings outside of the district. The district will set aside an annual total minimum allotment of \$22,361 in each of the years of this Agreement. The maximum allocation per individual conference will be \$500. Approved applications shall be funded at the same amount for the same conference. Meals are reimbursed at the rates contained in District Policy No. 6830R, plus tax and reasonable (15%-18%) gratuities. For one-day local conferences, normally lunch is the only reimbursable meal. Receipts for all meals should accompany the reimbursement request. In addition, itemized meal receipts must be submitted with reimbursement claims.

All members of the negotiating unit who make such visitations, attend conferences, etc., as listed above, shall, upon request, give a verbal report to their faculties or respective department.

- C. The Superintendent, or his/her designee, will assure prompt posting of all information received pertaining to planned conferences, meetings, workshops, coaching clinics and institutes in each building of the District. The building principal shall forward such information to the senior CTA building representative.

- D. Faculty will be available Mondays for meetings, including District meetings. No meeting will exceed one hour unless extended by majority vote of teachers present. Meetings will be scheduled not later than ten (10) minutes after dismissal of each school. All meetings will have a written agenda to be distributed prior to the meeting.
- E. The Board will not require teachers to participate in extracurricular activities or attend meetings scheduled in the evening or on weekends or holidays, except as otherwise provided in Article XV.
- F. Dates of parent teacher conferences shall be planned by the building principal, PTA chairperson and Association representatives by June 1 for the following school year.
- G. Each parent/teacher conference and "Back to School Night" evening shall not exceed three (3) hours. Parent/teacher conferences shall be scheduled administratively by appointment.
 - 1. Elementary - There shall be three (3) parent/teacher conference evenings each school year, two (2) to be held in the fall and one (1) to be held in the spring. In addition, there shall be one (1) "Back to School Night" at the elementary level to be held in the fall.
 - 2. Middle School - All three (3) parent/teacher conference evenings at the middle school shall be scheduled in the fall semester. At the discretion of the Administration, part or all of the first such evening conference, in any year, may be converted to "Back to School Night" at the middle school.
 - 3. High School - There shall be one (1) "Back to School Night" in the fall. There shall be one (1) parent/teacher night in the fall and one (1) parent/teacher night in the spring.

ARTICLE V

ASSOCIATION RIGHTS

- A. There will be no reprisals of any kind taken against any teacher by reason of his/her membership in the Association or participation in its activities.
- B. Uses of Time
 - 1. The President of the Association, the Executive Vice-President, the Vice-Presidents and the negotiating chairpersons will not be given building or supervisory assignments. The President of the Association shall be relieved of classroom-caseload responsibilities for two periods or equivalent time. During the negotiating period three members of the negotiating team, excluding the above, will not be given building or

supervisory assignments. Names of the members or the Negotiation Team will be submitted to the Superintendent as soon as known. The President and the Executive Vice-President of the Association will have his/her preparation period during the final period of the day, subject to scheduling requirements as determined by the building administration.

2. 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.
3. Any teacher and/or Association 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.
4. Absence with pay shall be given to those teachers who are duly authorized Association delegates, up to three (3) in number, to such county, state and/or national organizations as the Association is affiliated with, so that they may attend the annual or bi-annual meetings of said organizations without loss of pay. A list of said delegates will be provided to the Superintendent each year, subject to change as necessary.
5. The Superintendent will provide time on Superintendent's Conference Days for the Association to meet with its members for the election of officers and/or other Association business. Time for such meetings will be allotted during one A.M. session and one P.M. session.
6. The Association will be allotted at least ten minutes during each faculty meeting to conduct business with members of the negotiating unit, said time will not be considered part of the time of the regular meeting.
7. The Association will be allowed to use the mimeograph, ditto, 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 Association President will be provided with a private telephone at Association expense.
2. The Association will enjoy the use of school facilities for announcement and conduct of Association business, including teacher mailboxes, bulletin board space set aside for Association use, meeting rooms, school mail service, and telephone subject to prior arrangement with appropriate school authorities.

3. The Superintendent will be responsible for placing in each building, when available, the following:
 - a. Teachers' contract;
 - b. District By-Laws (updated); and
 - c. District Administrative regulations,

The above materials to be bound.

D. Access to Information

1. The Board will upon request, and in compliance with the State Freedom of Information Law, Article 6, Section 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 the teachers and students.
2. The Board and Association agree to furnish each other copies of all public releases.
3. The Association will be given the name, address and telephone number of every employee in this negotiating unit, provided employee consents.
4. The Association and the Board will make known wherever possible housing availabilities known to them to incoming staff members. The Board shares with the Association the responsibility to inform all concerned that this District subscribes in letter and spirit to the "open housing" laws.
5. All Association members will receive a copy of this Agreement at the time of employment or at the beginning of each school year.
6. The Association will be given three copies of all agreements negotiated with the District with other employee groups after ratification and within ten (10) days of their written duplication.
7. The Association will be provided with three (3) copies of the Board's By-Laws. The Association will also receive, upon publication, three (3) copies of any changes or amendments to said By-Laws.
8. The Association President will receive a copy of the agenda for all Board of Education meetings at least twenty-four (24) hours preceding the scheduled meeting.

9. Absence with pay not to exceed a total of three (3) days in the school year, less the cost of a substitute, shall be given to one (1) teacher who has been designated by the President of the Association to be a delegate to the New York State United Teachers Committee of 100 so that he/she may attend special meetings when called by that organization.

E. Dues Deduction

1. While the unchallenged representation status of the Association continues and provided that the procedures and forms referred to in Section 103.6, et. seq. of Article XX of the By-Laws of the Board are complied with, or such other mutually agreeable forms, the Association shall be entitled to exclusive deductions and payments of dues and fees.
2. The Board agrees to deduct from salaries of 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. Teachers' authorization will be in writing in a mutually agreeable form.
3. The Association will certify to the Board in writing the current rate of its membership dues. Should the Association 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 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 teachers' salary after the appropriate voluntary contribution forms have been filled out. This deduction shall be made once during the school year.

ARTICLE VI **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, extra-curricular and summer school positions for posting in each school when known.
- B. Notices 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 applications after applicable procedures set forth in Article VI shall have been followed.

ARTICLE VII **TRANSFER OF PERSONNEL - VOLUNTARY**

- A. Teachers who desire a change in grade and/or subject assignment or who desire transfer to another building, will file a written statement to this effect with the Superintendent, with a copy to the principal. Such statement will include the grade or subject to which the teacher desires to be assigned and the school or schools to which the teacher desires to be assigned or transferred, in order of preference.
- B. Pending Transfers and Open Positions
1. No additional new teacher will be employed in the school system for a position where a request for transfer is pending until those teachers applying have been notified of the acceptance or rejection by the Office of the Superintendent of Schools.
 2. In the event of an opening during the school year, teachers must re-apply.

3. 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. The unit member's response must be postmarked no later than seven (7) calendar days after the postmark of the original mailing of the notice to the unit member.
- C. In the determination of requests for voluntary reassignment and/or transfer, the following principles will be applied:
1. Instruction requirements of the school district
 2. Staff availability
 3. Individual qualifications of the teacher applicant
 4. The convenience and wishes of the teacher applicant.
- The final decision remains with the Superintendent of Schools.
- D. Where the foregoing factors listed in paragraph "C" above are substantially equal, the preference will be given to the incumbent applicant with the greatest number of years of service in the District.
- E. 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 Article VII shall have been followed.

ARTICLE VIII

TRANSFER OF PERSONNEL - INVOLUNTARY

- A. When involuntary transfers are made, a teacher's area of competence, training, major and/or minor field of study, quality of teaching performance, and length of service in the District will be considered, together with instructional requirements and staff availability, in determining which teacher is to be transferred. No unit member shall be transferred involuntarily two years in succession. Those teachers who have split assignments (working in more than one school) and those unit members whose assignments are other than district-funded may be reassigned contrary to the above two-year provision.
- B. Written notice of involuntary transfer or reassignment will be given to teachers as soon as practicable.

- C. Tenured teachers so transferred will be transferred to a position in the appropriate tenure area with tenure.
- D. When the need for an involuntary transfer or reassignment is known during the school year, volunteers who have applied in writing from among those meeting the qualifications of the position will be considered. Final decision remains with the Superintendent.
- E. Any involuntary transfer will be made only after affording the teacher involved the opportunity to meet with the Superintendent, at which time the reason for the transfer or the reassignment will be given. The teacher will be accompanied by an Association representative.
- F. Other vacancies in the school system will be discussed with the teacher involved. Such teacher may request the position to which a transfer is desired and said request will be considered. Final decision remains with the Superintendent.
- G. No transfer will be made arbitrarily or vindictively.

ARTICLE IX

JOB SECURITY

- A. The parties acknowledge the Board's right to terminate employment, abolish positions or discontinue programs shall not be impaired or restricted by this Agreement. Therefore, within such rights the following principles are established:
 - 1. Whenever the Board abolishes a position under the Education Law, the services of the teacher having the least seniority in the system within the tenure area of the position abolished shall be discontinued.
 - 2. In the event the employment of a teacher is terminated by the teacher, the District shall not be required to replace him/her.
 - 3. In the event the employment of a teacher is terminated by the District, he/she will be replaced, except, however, if such termination, directly or indirectly, results from an abolished position or discontinued program, there shall be no requirement to replace him or her, however, the following procedures will be utilized for such terminated teacher in sequence:
 - a. The teacher, if on tenure, will be placed in a position in his/her tenure area if such position is available and if he/she is certified therefore by the State Education Department; or

- b. If no position in the teacher's tenure area for which he/she is certified is available, he/she shall be placed in another position for which he/she possesses certification therefore, and if any such position is available, such new position to be on probation with credit for prior regular service up to a period of two years toward such probationary period; or
 - c. If no position is available for which the teacher possesses certification, the District will place the teacher in a position, if any such position is available, for which he/she has partially completed the requirements for certification while he/she proceeds to be retrained and certified, provided the State Education Department shall so certify such teacher; or
 - d. The teacher, if on tenure, shall be granted up to one year's retraining leave, with half-pay, for the purpose of retraining for appropriate certification, and thereupon, if a position is available for which the teacher has received certification, he/she shall be placed therein. No more than nine (9) such retraining leaves shall be granted in a school year, and if more than nine (9) apply, then they shall be reallocated upon a seniority basis.
- B. Any teacher employed under the above conditions shall continue to receive no less salary on column and step of the schedule and no less benefits of this contract, as if there were no interruption of service.

ARTICLE X

SCHOOL CALENDAR

The calendar for the following school years will be mutually agreed upon by the Superintendent and the Association no later than March 1, 2021 for the school year 2021-22. The school year shall be 183 days and the one additional day each year will be scheduled by the District after consultation with the Association, and may be prior to Labor Day. If the day occurs before Labor Day, it shall be a professional development day. In the event conditions make it necessary to close school during the school year, adjustments in the calendar will be made by the Superintendent of Schools after consultation with the Association. Notwithstanding the previous sentence, in the event up to two days of instruction are lost due to school closings, the days will not be made up; in the event more than two days of instruction are lost due to school closings, those days which exceed two will be made up.

ARTICLE XI

WORKING CONDITIONS

- A. The following facilities will be provided in each school:

1. A 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.
 4. The Board shall make best efforts to provide every teacher in the District with a suitable, private location, accessible to the teacher in the course of his/her routine professional day, at which the teacher may utilize a telephone for the purpose of professional contacts with parents, students and other necessary individuals, with due regard given to the need to access directly telephone numbers in the 516, 631, 212, 718 and 914 calling areas, as well as access to 800 numbers. The District shall use its best efforts to improve teacher phone access for outside calls.
- B. Locked storage facilities where teachers may store instructional material and supplies and personal property will be provided. Teachers will be provided with keys for locked cabinets.
- C. There will be separate adult lavatory facilities in each school. Faculty lounges containing electric typewriters and telephone will be provided in each school. In schools where continuous cafeteria services for teachers are not available, vending machines may be installed by the Association in the faculty lounge.
- D. 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 teacher's view, is unsafe or unhealthy for either the teacher or the students, said teacher shall report same to the building principal immediately, who, in turn, shall make it known to the Superintendent of Schools.
- E. Effective and properly maintained communication systems will exist in all schools, enabling teachers to communicate with the main office from class, resource or library area and the gymnasium. Such system will be installed in any new building or building addition, and every attempt will be made continually to maintain the system.
- F. Classroom interruptions will be kept to a minimum in the best interest of student progress.

- G. The following facilities shall be provided in each classroom: adequate locked filing space, locked storage space where presently available and amenable to locking, teacher's desk with lock and a teacher's chair.
- H. Overhead projectors, screens and other A.V. equipment will be available to all teachers and every effort will be made to maintain them in good working order.
- I. Teachers will be free to leave the school building during their lunch periods and will notify the office when leaving.
- J. Teachers will sign their names to indicate they have arrived for work.
- K. Reimbursement
 - 1. 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 employment, subject to the following conditions:
 - a. The aggregate of all such reimbursements for any school year shall not exceed \$6,500.
 - b. The maximum reimbursement for any such claim shall not exceed \$700.
 - 2. The Board authorizes the establishment of a fund for reimbursement to employees for vandalism to their automobiles which results directly from exercising their function in supervising students, subject to the following conditions:
 - a. The aggregate of all such reimbursements for any school year shall not exceed \$6,500.
 - b. The maximum reimbursement for any such claim shall not exceed \$700.
 - 3. In the event that at the end of the fiscal year the aggregate or all claims exceeds the amount allotted from either paragraphs (1) or (2) above, then each claim shall be abated proportionately.
 - 4. Claims for reimbursement shall be handled as follows:
 - a. For a claim under either paragraph (1) or (2), above, file a report in writing with the principal within five 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.
- L. When the Board is required to hire part-time secondary teachers, such teachers will be paid on the basis of one-fifth of annual salary according to preparation and step for each class taught, and may be assigned one administrative duty.
- M. In the event that a 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.
- N. Appointments between parents and teachers will not be scheduled without prior notice to and consultation with the teacher. However, in the event of conflict, the administrator shall resolve same. The Administration will make school space available for such appointments.
- O. Each teacher, and one guest of said teacher, may attend, free of charge, all school sponsored activities. Each teacher may also attend one adult education course, free of charge, per term.
- P. The Human Resources Office will forward to each teacher by October 31st of each school year the following information:
 - 1. Total number of steps
 - 2. Supermaximum information
 - 3. Current salary
 - 4. Total number of accumulated sick days
- Q. Teachers assigned to travel 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 teachers will be assigned appropriate starting and dismissal times and their total work day shall be no longer than that of the school where they began the day. These teachers shall be free of duty assignments.

- R. Teachers shall not be required to collect money, or distribute insurance forms or other material not directly related to the learning process.
- S. Nonresident children of unit members on staff as of June 30, 2009 shall be permitted to attend all instructional classes within the Long Beach School District without charge. Non-resident children of members of this unit, other than those referred to above, shall not be permitted to attend instructional classes within the Long Beach City School District.

The following will apply to students who are children of non-resident faculty members who are attending the Long Beach Schools pursuant to the contractual agreement between the Long Beach School District and the Long Beach Classroom Teachers' Association:

- 1. Such students who have attended the Long Beach Public Schools, without interruption, since grade 6 will be subject to the same procedures for placement in BOCES Programs as all students.
 - 2. Such students who enter the Long Beach Public Schools as new entrants in grades 9 or above will not be considered for placement in any other programs other than those at the High School or the NIKE Alternative School.
 - 3. Any such special education student who may require an out-of-district placement will need to register in his/her home district and follow the IEP developed by the Committee on Special Education of that district.
 - 4. Any such high school student who has attended Long Beach High School since grade 9 and whose parent retires from service at the conclusion of the student's junior year may complete the senior year without payment of tuition.
 - 5. In all cases transportation will be the responsibility of the parent/guardian.
- T. Each teacher who is moving and/or packing due to an alternative use of his or her room, shall be paid \$25.91 per hour for packing or unpacking, up to a maximum of \$100. This time is above time used under Article XV, Section B, 13.

ARTICLE XII

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. "Teacher" - an employee within the Instructional Negotiating Unit or any group of such employees or the Association on their 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 affects a group of teachers which appears to be associated with district-wide policy, it may be submitted by the Association 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. In the event 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 Association shall have the right to be represented at any stage by the Association 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 terms or provision of this Agreement in dispute, using an appropriate form. The Principal shall render his/her determination to the Aggrieved Party within five (5) 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 Association 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 (5) 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/her determination to the Aggrieved Party within five (5) 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 Association 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 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 Association shall agree upon a

mutually acceptable arbitrator competent in the area of grievance, and shall obtain 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/her 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 are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues.
- d. If the arbitrator decides in favor of the aggrieved, and if the arbitrator 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 volatile 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 Association.
- h. That anything to the contrary herein contained, notwithstanding:
 - 1. In the 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.
 - 2. Termination of the service of a teacher shall not be subject to arbitration.

ARTICLE XIII
STAFFING AND PROGRAMMING

- A. Revision of Table of Organization: Any proposed revisions of the Table of Organization of the District pertaining to the professional employees must be discussed with the Executive Board of the Association prior to formal recommendation to the Board.

- B. A committee, which will include the building principal, elected CTA representatives, and other interested teachers will be established in each school to make recommendations for programming and scheduling in that building.

It will also be the responsibility of this committee to evaluate the principal's assessment of the existing facilities as mentioned in Article XI (Working Conditions) and to make recommendations by February 1st of each year for the implementation of policies including those with respect to applicable State labor laws and rules. The committee may obtain the expert opinion of any external, public or private agency prior to making its recommendations.

- C. Curriculum recommendations of the staff shall be considered by the District Curriculum Committee with written minutes of meetings to be distributed to the entire professional staff.

ARTICLE XIV
PARAPROFESSIONAL AND AIDES

- A. Teachers working with paraprofessionals in their classroom may provide input to principals relative to the classroom activities of those paraprofessionals.
- B. Each incoming aide/paraprofessional will be given appropriate orientation, such orientation to be jointly decided by an appropriate administration-teacher committee to be established by the administration.

ARTICLE XV
CONDITIONS OF PROFESSIONAL PRACTICE

- A. With Respect to All Schools

1. The Association recognizes the magnitude of its responsibilities to the students of the 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 Association espouses a commitment to the students of the District 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 be, 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.

The length of the teacher working day shall not exceed six (6) hours and forty-five (45) minutes.

Effective September 1, 2001, the length of the teacher working day shall not exceed six (6) hours and forty-five (45) minutes at the elementary level and seven (7) hours at the secondary level.

B. With Respect to Elementary Schools

1. The current practice respecting assignment of teachers 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) consecutive 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, 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. 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 in a team or cluster team shall have at least three (3) common daily preparation periods per week out of the five (5) periods as provided in "3" above.
- 5. The provisions of this Article shall not relieve a teacher from exercising his/her normally expected professional responsibilities.
- 6. Each unit member shall perform bus duty as a regular rotating administrative assignment.
- 7. Unit members shall not be assigned to a duty assignment for hall duty, restroom duty or playground duty.
- 8. In each elementary school, every effort shall be made so that, by the end of the school year, the teachers of a given grade level, together with the building administrator, shall develop the classroom groups for the next grade with due regard for emotional, physical, academic and age characteristics; once developed, any changes in those groups will be made after consultation among the specific teachers and administrators involved. Final decision rests with the principal.
- 9. Teachers shall be consulted about all transfers of children into and out of their classes during the regular school year, prior to any final determination.
- 10. Teachers shall receive in writing their grade level teaching assignments for the next school year by June 15 of the current school year. In the event that the administration deems changes are necessary, teachers shall be notified as soon as practicable. If such changes occur when school is not in session, teachers shall be notified at their last known address.
- 11. Professional Period: Unit members shall have a daily 25 minute professional period prior to the arrival of students. The professional period shall include any of the following activities:
 - a. Meetings with Lead Teachers
 - b. Grade Level Meetings
 - c. Child Study Team Meetings
 - d. Interdisciplinary Meetings

e. Administrator/Teacher Meetings

12. The District shall implement a breakfast program in the elementary school as soon as is practicable, but no later than September, 1994. The professional period shall be used. The district shall endeavor to minimize the amount of the professional period utilized for the foregoing. All staff shall participate. Each building staff and each principal shall cooperatively plan for the implementation of the program. If the parties cannot agree, the matter shall be referred to the Superintendent who shall make a final determination after consultation with the union President.
13. Each elementary school teacher shall be granted two one-half (0.5, 0.5) days at the end of each school year for the purpose of packing and closing out the school term.
14. Each elementary teacher, with the exception of those on split assignment with a secondary school, shall provide six uninterrupted 30 minutes duty-free extra help and/or enrichment sessions per year. The Assistant Superintendent for Curriculum & Instruction or his/her designee will develop a calendar of available sessions no later than September 15th of each school year. Teachers will choose session dates no later than October 1st of each school year. A final schedule will be produced by the Principal no later than October 15th of each year. Teachers shall be available immediately before or after the school day. The maximum number of students per session will be 15 and be from the teacher's grade level or subject area. Teachers will have access to pertinent health information as well as IEPs for students attending their sessions. Teachers will maintain records of the names of the students who have availed themselves of this assistance.
15. 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.

C. With Respect to Secondary Schools

1. Building schedules shall include eight (8) periods daily, each consisting of 45 consecutive minutes. Effective September 1, 2001, 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 a duty-free lunch period of forty-five (45) consecutive minutes. Effective September 1, 2001, 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-five (45) consecutive minutes, divided into one period per day, if scheduling allows. Effective September 1, 2001, 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 material
 - 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 in a team or cluster team shall have at least three (3) common daily preparation periods per week out of the five (5) periods as provided in “4” above. Effective July 1, 2020, unit members who are designated as team leaders shall be relieved from building and supervisory assignments and shall receive a stipend of \$1,942.39.
6. Each unit member shall have a maximum of five (5) instructional periods of forty-five (45) consecutive minutes per day. Effective September 1, 2001, each unit member shall have a maximum of five (5) instructional periods of forty-two (42) consecutive minutes per day.
7. No unit member shall be assigned to more than two rooms for instruction, wherever practicable.
8. Where applicable, each unit member shall have a regular rotating administrative assignment; e.g. supervision of halls, lunchrooms, and study halls.

9. This provision of the Article shall not relieve a unit member from exercising his normally expected professional responsibilities.
10. Teachers will receive in writing their subject programs for the next school year by June 15 of the current school year. In the event that the Administration deems changes are necessary, teachers shall be notified as soon as practicable. If such changes occur when school is not in session, teachers shall be notified at their last known address.
11. Teachers shall be consulted about all transfers into and out of programmed classes during the regular school year, prior to any determination or action. Transfers will be effective the following school day.
12. 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. 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.

13. 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.

ARTICLE XVI

ACADEMIC FREEDOM

- A. The nature of American democracy imposes certain obligations upon the Board, the Administration, the 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 teachers as individuals, and through their committees and departments, will be responsible for determining when and how to deal with 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 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 XVII
STUDENT-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. Special Education: Placement, scheduling and instruction of pupils with special needs shall be in accordance with State and Federal Law and guidelines as prescribed by the District's Committee on Special Education.
- C. Maintenance of Discipline
 - 1. The Administration and the Association 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 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 classroom teacher or team in conjunction with the principal. Such a conference may end with an educational prescription, should this be warranted.
 - 2. A teacher, in the exercise of his or her professional judgment, may send a student to the principal or his 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 teacher will furnish the principal, as promptly as his teaching obligation will permit, all full particulars of the incidents. Pending resolution of the problem through a conference between teacher and 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.

D. Physical Harm

1. In any case of assault upon a teacher, the teacher will send the student immediately to the building principal's office. The time lost by a teacher in connection with any incident mentioned in the sub-paragraphs relating to assault in this Article will not be charged against the teacher.
2. The assault incident will be reported promptly by the teacher or his/her designee to the building principal, the Superintendent, the Building Representative of the Association and the Association'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 teacher involved, the principal and the CTA representative.
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 teacher's duties within the scope of the teacher's employment is brought against the teacher, the teacher will deliver to the Board, within ten (10) days of the time he is served, the original or a copy of the summons, complaint, process, notice, demand or pleading served on said teacher. Thereupon, the Board will provide an attorney and pay such attorney's fees and expenses necessarily incurred in defense of the teacher in any such action or proceeding.

- E. Teacher Complaints: When complaints are made against a faculty member by any parent, student or other teacher to any person in an administrative position, the teacher so named by the administrator receiving the complaint shall be informed thereof.

ARTICLE XVIII
TEACHER RECRUITMENT

Philosophy: The Board, the Superintendent and the Association recognize the continuing need for a well qualified and diversified staff to better service the students of this urban

community. Every effort will be made to encourage the selection of qualified, prepared and experienced personnel. Therefore, a joint Administration-Association Committee will be formed to formulate procedures for recruitment of new professional staff members.

ARTICLE XIX

TEACHER EVALUATION

- A. The purpose of supervision and evaluation is the improvement of instruction and professional growth. Evaluation forms have been devised for the purpose of evaluation of all professional personnel of the District. A committee shall be appointed as needed to review such forms and revise them as necessary. The committee shall be composed of two Association representatives who are members of the Association, two administrators and one central administrator.
- B. A single observation by a supervisor in any one year shall not be used as the sole basis for evaluation.
 - 1. Probationary teachers shall be observed and evaluated at least twice a year.
 - 2. Tenured teachers shall be evaluated at least once a year.
- C. No teacher shall be formally observed more than once on the same day.
- D. All teachers shall receive a written report of every formal observation. No written evaluation of classroom performance shall be placed in a teacher's personnel file without said teacher's knowledge.
- E. No written evaluation of classroom performance shall be made without formal observation.
- F. Procedure: All formal classroom observations of classroom teachers shall be done with teacher's knowledge. This does not mean prior notice. Said observations shall be followed by:
 - 1. a teacher-supervisor conference within five days; and
 - 2. a written evaluation (as set forth in "D" above) which evaluation shall be seen and signed by the teacher.
- G. 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 teacher shall be allowed to have an Association representative present during such a conference.

ARTICLE XX
PERSONNEL FILES

- A. Teachers will have access to their personnel file upon request by the teacher at any reasonable time.
- B. No material, excluding references and information obtained in the process of evaluating the teacher for initial employment, will be filed unless the teacher has had an opportunity to examine such material. The 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.
- C. The 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 teacher requests removal of such material.
- D. A meeting with the Superintendent may be called for by a teacher to discuss removal of such material from said teacher's file. The teacher may be accompanied by an Association representative.
- E. Within reason, upon receipt of a written request, the teacher will be furnished a reproduction of any material, excluding references or information obtained in the process of evaluating the teacher for initial employment.

ARTICLE XXI
TEACHER PROFESSIONAL GROWTH

- A. Supermaximum credit or advancement to higher columns in the salary schedule will be given when teachers take fully accredited university graduate courses in their departmental or certification areas or district sponsored in-service courses, if approved by the Superintendent of Schools.
- B. Courses taken outside a teacher's departmental or certification area require the prior approval of the Superintendent of Schools.
- C. Effective July 1, 2009, credit for committee participation will be granted to those with professional certification, and such credit shall be applied to continuing education hours.
- D. This credit will be granted on the basis of one credit for ten hours of participation.
- E. Advancement on the salary schedule will be effectuated on September 1 and February 1. Effective July 1, 2009, unit members cannot advance more than two (2) columns on the salary schedule in a school year (July 1-June 30), except with

respect to credits where paperwork has been submitted prior to the ratification of this Agreement.

- F. Any teacher hired prior to September 1982 and having permanent State Certification will be entitled to all salary benefits granted by the District for in-service credit earned.
- G. Super maximum credit or advancement to higher columns in the salary schedule may be granted when teachers take undergraduate college and continuing education courses provided such courses have prior approval by the Superintendent of Schools. This approval shall be at the sole discretion of the Superintendent of Schools. No more than \$2,500 may be expended annually in this area.
- H. A maximum of three (3) super maximum credits shall be granted for professional publication by a member of this Unit. Such advancement shall be limited to one such advancement per school year. Approval shall be at the sole discretion of the Superintendent of Schools. Such publication must be published after July 1, 1990.
- I. Members who have permanent or professional certification will be eligible to participate in a Study Program at an accredited institution; tuition and related fees will be paid directly to the institutions for those teachers who enroll for courses that are approved by the Superintendent of Schools as being of benefit to the school district, subject, however, to the following conditions:
 - 1. The total obligation of the District shall not exceed \$40,000.
 - 2. In the event requests hereunder exceed the yearly allocated amount, then priority will be established by the previous amounts allocated. In no event shall any individual request exceed \$1,750.
 - 3. If participant shall fail to pass the subject course due to failure of attendance, then, upon request, the participant shall reimburse the District for the tuition, or, alternatively, the District shall deduct the tuition from participant's salary checks next payable.
 - 4. Those members of the Unit who meet all other criteria and have had prior participation(s) shall have a lesser acceptance priority into the program. Such lesser acceptance priority shall be based upon the cumulative dollar amount received by the member.
 - 5. Approval of study program money hereunder shall not be deemed approval under paragraphs A and B of this Article unless otherwise eligible thereunder.

- J. Effective July 1, 1994, three graduate credits shall be required of every ten required for column movement.
- K. All school nurses shall receive, for course work completed after July 1, 1988, \$314.10 for each ten (10) credits up to a maximum of eighty (80) credits of university level coursework or in-service courses offered by the District's in-service program for professionals, or other coursework with prior approval. The number of credits for in-service and other courses will be in accordance with the formula for District in-service courses. Effective July 1, 2020, the compensation described in this section K shall be increased to \$323.62. Effective July 1, 2020, all school nurses shall receive an annual per-degree stipend of \$647.25 for a Bachelor's Degree and \$647.25 for a Master's Degree.
- L. Teachers at BA+30+80, MA+80, and Ph.D. shall be paid for each hour of pre-approved in service/graduate credit courses. Said sum shall be paid separately as a one time payment upon satisfactory completion of the course. Effective July 1, 2020, the hourly rate shall be \$25.91.

The maximum number of hours compensated in a school year shall be one hundred and thirty-five (135). The above limitation does not apply for a) unit members who have already completed in excess of 135 hours by the date of union ratification, or b) unit members who are approved for course(s) in excess of 135 hours and have already begun the course(s) by the date of union ratification. They will be allowed to complete and be compensated for those course(s) only. In the case of course(s) not referenced above where tuition or deposit money has been paid by the unit member, the District shall fully reimburse the unit member.

- M. Unit members enrolled in courses that are eligible for district credit or payment are prohibited, under any set of circumstances, from working on coursework during the workday. To the extent a Unit member applies for credit or payment for coursework performed during the workday, which shall include participation in ARC program, test preparation, coaching, supervisions, clubs, or extra-curricular events, such a request will be denied.
- N. Unit members taking coursework for column movement should submit the request for column movement upon completion of the tenth credit. To illustrate, if all coursework is completed on or before September 1, 2009, the unit member may submit the request for classification to the next column on the salary schedule up to and including August 31, 2010. If received during the one year grace period, with substantiating documentation, the date of the reclassification to the next column on the salary scale will be awarded to the date when all coursework was completed. Should the reclassification request be received in the Office of Personnel after the one year grace period, the effective date of the reclassification will be prospective and awarded to the next contractual date of September 1 or February 1.

- O. For any MA+80 coursework completed after February 1, 2010, unit members should submit documentation of completion and mark the course complete on MyLearningPlan. If received during the one-year grace period, along with substantiating documentation and online verification, payment shall be awarded. Failure to properly submit documentation within one year of completion shall result in the unit member forfeiting payment.
- P. Teachers approved to take courses beginning after June 1st which do not conclude until the new year (July 1st) will be able to apply the hours earned for the following July 1st to June 30th school year. In no way are hours to exceed 135 hours in any fiscal year.

ARTICLE XXII
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. Not less than 80% of classroom teaching assignments during the summer school program shall be filled by classroom teachers unless no such percentage of members will have applied for the position within six (6) school days of posting.
- C. At the District's discretion, summer school may be provided Monday through Thursday or Monday through Friday.
- D. A member of the Negotiating Unit hired for summer school shall be entitled to two days sick leave, one day per month, as per Board By-Laws Article VII-B, Section H(1).
- E. All provisions of this contract, with the exception of Article IX, will be applicable to teachers of summer school, provided he/she is a regular district teacher.
- F. No teaching position shall be filled by a teacher not employed by the District if there is an equally qualified applicant who is employed by the District.
- G. When applicants for summer school positions shall 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

- H. Compensation for summer school teaching shall be \$3,076.82 for the 2020-21 school year for a 90-minute or 113-minute class meeting for approximately 6 ½ weeks. Class length will vary depending on whether summer school is held Monday through Friday or Monday through Thursday.
- I. Effective 2020-21 school year, summer school teachers, part time, shall be paid \$62.16 per hour and summer school nurses, part time, shall be paid \$44.84 per hour.

ARTICLE XXIII
HOME-BOUND INSTRUCTION (TUTORING)
AND IN-SERVICE INSTRUCTION

- A. Teachers giving home-bound instruction (tutoring) and after school recreation program Instruction shall be paid at the rate of \$57.77 for the 2020-21 school year.
- B. Any member of this Negotiating Unit who teaches an in-service course shall receive, for a two-hour session, \$143.63 for the 2020-21 school year.
- C. Teachers giving group instruction after school (test preparation, group homebound, ASD after school) shall be paid \$76.76 per hour for the 2020-21 school year.
- D. Parent training shall be paid at \$71.81 per hour in 2020-21.

ARTICLE XXIV
(1) GUIDANCE (2) DEANS (3) LEAD TEACHERS

GUIDANCE

- A. Guidance Counselors shall provide the following services and shall be paid a differential of \$4,126.69 for the 2020-21 school year.
 - 1. Full work schedule from September 1 through June 30th.
 - 2. Participation each school year in five (5) clearly delineated two-hour meetings, e.g., Career Night, College Night, Financial Aid Night, Junior/Senior College Prep Workshops, Freshman Orientation, Awards Night (only High School counselors), Sixth Grade Orientation (only Middle School counselors).
 - 3. Participation each school year in up to, but no more than, five (5) additional meetings, scheduled by the Administration and/or the Guidance Chairperson. Such meetings shall not exceed two (2) hours and shall be compensated at the rate of \$165.04 per session for the 2020-21 school

year. These meeting may be used for parent conferences, student/counselor/parent meetings or programmatic activities.

- B. No guidance counselor shall be assigned supervisory duties except in an emergency or special situation.
- C. Arrangements will be made for articulation meetings between Middle School and High School counselors. One (1) two-hour meeting per month is suggested.

DEANS

Teachers designated as Deans of Students who elect to provide the following services shall be awarded a differential of \$4,126.69 for the 2020-21 school year.

- 1. School day one-half hour additional to normal teaching schedule.
- 2. Additional parent conferences.
- 3. Additional clerical responsibilities.
- 4. Additional meeting and committee responsibilities.

LEAD TEACHERS

A teacher designated as a Lead Teacher shall serve as a resource person, not in a supervisory capacity. A Lead Teacher shall provide the following services and shall be awarded a differential of \$9,538.13 for the 2020-21 school year.

- 1. Full Work Schedule from September 1 through June 30th.
- 2. Consultation with Building Principal and Assistant Superintendent for Curriculum to determine curriculum and staff development needs.
- 3. Attendance at professional meetings, workshops and conferences.
- 4. Direct assistance in the classroom to individual teachers as requested.
- 5. Meeting with other Lead Teachers to coordinate activities.

TEACHERS IN CHARGE

A teacher designated as a Teacher In Charge shall be awarded a differential of \$4,126.69 for the 2020-21 school year.

ARTICLE XXV
SUBSTITUTE AND EMERGENCY ASSIGNMENTS

- A. Positions which will be vacant for at least one (1) semester will be filled by personnel who are state certified.
- B. No regular assigned teacher will be directed to serve as a substitute except in case of emergency.
- C. Emergency is herein defined as any sudden, unexpected event requiring an immediate response. It will include, but not be limited to, the failure of a teacher and/or substitute to arrive on schedule or failure to complete daily teaching duties for any reason.
- D. If a teacher gives up either his/her lunch period or his/her preparation period or a 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 at the rate of \$47.86 for the 2020-21 school year.
- E. The contractual emergency substitute rate will be paid for the first eight (8) days in a vacant assignment. Should the vacancy continue, the teacher providing substitute coverage will be paid at 20% of 1/200 of their salary per period until the position is filled.

ARTICLE XXVI
LEAVES OF ABSENCE

- A. Absence With Pay For Unit Members 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, or (c) religious holy days other than days on which school is closed, shall be excused with pay for twelve school days per school year. Absence from duty under (b) or (c) above shall be permitted provided the member shall execute an approved Waiver Form stating that hereunder the member waives the provisions of Section 3005-B of the Education Law. Unused leave in any school year shall be cumulative and available for future use to a maximum of 180 days. Effective July 1, 2009, unused leave in any school year shall be cumulative and available for future use to a maximum of 200 days.
 - 2. Absences exceeding twelve (12) days in one school year shall be excused with pay if the employee has available unused cumulative sick leave to cover such absence, and such absence results from any of the situations defined in 1, (a), (b), (c) above.

3. Absences due to any other reason may be excused with pay upon approval by the Superintendent.
 4. Any application for excuse with pay, of absence due to personal illness, shall be defined if such application is disapproved by Chairman of Medical Staff (Sec. 913, Education Law).
- B. Article VII-B of the Board By-Laws, paragraphs "C" to "K" (specifically excluding entire paragraphs "A" ["Sabbatical Leaves"] and "B" ["Leaves for Principals"]) modified by this Agreement, shall remain in full force and effect, during the term of this Agreement and may not be altered or modified without the written consent of the Association, subject, however, to existing or subsequent statutory provisions affecting same.
- C. Leave of Absence
1. The Board may grant a leave of absence to a teacher to undertake a program under a fellowship or grant, without pay, typically not to exceed one year.
 2. Except as otherwise provided in "J" of Article VII-B of the By-Laws, on and after December 1, 1971, the Board, in its sole discretion, may grant a leave of absence without pay to a member when this is in the best interest of the school district.
- D. Any teacher eligible for sick leave under Article VII-B of the By-Laws and who is absent in excess of five consecutive days shall be excused with pay provided the teacher fills out the form prepared by the Superintendent's office.
- E. Annual Turn-In of Sick Days: Teachers who have accumulated 75 sick days as of June 30th of any year, will be able to exercise the option to receive payment in exchange for sick days accumulated in that school year. The foregoing is based on the following criteria:
1. The teacher must not have been absent more than 6 days during the school year for which he/she shall claim eligibility for this payment.
 2. For each unused day turned in, the teacher will be compensated effective July 1, 2020 in the amount of \$97.08. Payment shall be made through an employer funded 403(b) plan.
 3. Days for which compensation has been paid will not be accumulated in the individual's sick bank.

F. Personal Business Leave: Included in sick leave, a maximum of four (4) days per year shall be available for personal business and any such unused absence shall not be cumulative as personal business but only as sick days. Personal business leave may be used only for:

1. Legal Matters: house closings, income tax hearings, adoption proceedings, court appearances, probating will, obtaining professional certification.
2. Ceremonies: day of graduation ceremony, wedding ceremony, or religious ceremony, plus one travel day prior to ceremony and one travel day after ceremony of unit member or immediate family (spouse, children, mother, father, grandchild, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, or grandparents)."
3. Bereavement: for death in the immediate family (spouse, children, mother, father, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law or grandparents) 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 cumulative sick days and without loss of salary. Bereavement leave must be taken within forty-five (45) calendar days of the death of the family members, except in extenuating circumstances.
4. Items not covered in this contract will require prior approval by the Superintendent.
5. Notice of such absence will be submitted in writing in advance to the building principal except in cases of emergency where notice cannot be given.
6. Notwithstanding the above, three (3) personal business days per year may be used at the discretion of the teacher, except as noted in Sec. "7" below.
7. 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 Superintendent of Schools.

G. Professional Leave of Absence

1. Professional or Pro Bono Publico: The Board may grant a leave of absence of one year without pay to a member who has gained tenure for the purpose of temporary employment in public service or activities of social significance which will result in professional growth. Such member shall be entitled to return to a position in the District comparable to the one he/she held prior to going on leave and shall not, in the event he/she exercises his/her right to return to work at the end of such leave, lose any

contractual retirement benefits which he/she would have received if he/she had not taken such leave.

2. Military Leave: Military leave will be granted to any member who is inducted into, or enlists in, any branch of the Armed Forces of the United States. Such members shall be entitled to return to a position in the District comparable to the one he/she held prior to going on leave and shall not, in the event that he/she exercises his/her right to return at the end of such leave, lose any contractual retirement benefits which he/she would have received if he/she had not taken such leave.
3. Political Office: The Board may grant a leave of absence without pay to any member to campaign for or serve in any public office for one term of said office. Such members shall be entitled to return to a position in the District comparable to the one he/she held prior to going on leave and shall not, in the event that he/she exercises his/her right to return at the end of such leave, lose any contractual retirement benefits which he/she would have received if he/she had not taken such leave.
4. Professional Association: The President of the Association and any other member elected to Office of NYSUT or AFT, may request and be granted a leave of absence without pay for a period not to exceed two years. Such member shall be entitled to return to a position in the District comparable to the one he/she held prior to going on leave and shall not, in the event that he/she exercises his/her right to return at the end of such leave, lose any contractual retirement benefits which he/she would have received if he/she had not taken such leave.
5. Adoptive Leave: A member on tenure may apply for adoptive leave without pay. When first making application for the adoption of a child, he/she shall notify his/her immediate supervisor and Superintendent in writing of his/her intent. Adoptive leave shall commence when the order terminating the rights of the natural parents is entered by the Probate Court. Adoptive leave shall end on the last day of the semester in which the adoption began or of any one of the three succeeding semesters as requested by the teacher.
6. Jury Duty: There will be no salary deduction in connection with jury duty of employees, subject to the following: employees who receive a notice for jury duty are required to communicate such fact to the Superintendent immediately. If it is possible to obtain an adequate substitute and if such jury services come at a time when the absence of a member is not of critical importance to the students, arrangements will be made to employ a substitute and excuse such member for jury service. If the above conditions are not met, the Superintendent shall request the Commissioner of Jurors to excuse or postpone such jury service.

7. Legal Proceedings: Any teacher appearing as a witness under subpoena in any court, arbitration or PERB hearing will be granted a leave of absence which will not be chargeable to sick leave.
8. Pregnancy Leave
 - a. When a teacher becomes aware that she is pregnant, she shall give written notice thereof to the Superintendent of Schools, including her expected delivery date. Such teacher's service shall not be interrupted during the pregnancy as long as she shall furnish monthly physician's certification within school days prior to the end of each month, of her ability to continue working.
 - b. Except in cases of premature termination of pregnancy or other comparable emergencies, the teacher will give a second written notice to the Superintendent no later than the fifteen (15) consecutive days prior to the date she desires to begin her pregnancy leave stating:
 1. the date she desires to begin her maternity leave
 2. whether she desires a maternity leave in which case the teacher shall also specify the time she desires to return.
 - c. The pregnancy leave must begin no later than the time when the teacher's condition first begins to interfere with the full performance of her teaching duties.
 - d. Any teacher physically disabled by reason of pregnancy or childbirth shall receive the available or accumulated sick leave benefits for that portion of the school year coinciding with such disability providing the teacher furnishes a medical certificate from her physician that during that period she was, in fact, physically disabled.
 - e. The pregnancy leave shall terminate when the teacher's condition, as verified by a written statement from her attending physician, enables her to resume the full performance of her duties.
 - f. A teacher returning from her pregnancy leave shall be placed in her same tenure area.
 - g. A teacher's time on pregnancy leave shall not constitute an interruption in her service for purpose of calculating her salary or her entitlement to benefits (i.e. sick leave) which are based on

length of service. There shall be no salary increments during such absence, except when the teacher has served more than five (5) months during a school year.

- h. Any medical certification shall be subject to concurrence of the Administration's medical director.

9. Maternity Leave

- a. Maternity leaves shall be without pay and shall begin immediately on termination of the pregnancy leave and shall end on the last day of the semester in which the pregnancy began or of any one of the three succeeding semesters as requested by the teacher. Upon maternity leave the District will pay for health benefits until one month after birth. Thereafter the teacher shall have the option to pay for her own benefits.
- b. Provided that the total pregnancy-maternity leave does not exceed four consecutive semesters, a maternity leave shall be extended beyond the original termination date if the teacher notifies the Superintendent in writing not later than the 60th day prior to the originally specified termination date.
- c. If a maternity leave taken for a duration in excess of one semester, the teacher will be required to submit a written notice of intent to return from leave to the Superintendent not later than the 60th day prior to the termination date of the leave.
- d. Upon returning from maternity leave, a teacher shall be placed in her same tenure area.
- e. When the combined length of a teacher's pregnancy leave and maternity leave exceeds one semester, the teacher's time on such combined leaves shall constitute an interruption in her service for the purpose of calculating her salary or her entitlement to benefits (i.e., sick leave) which are based on length of service.

10. Child Care Leave: Teachers will be granted child care leave upon written request for a period of up to two years for the purpose of caring for a child. Such leave shall be without pay. Teachers may continue in health and dental plans if they pay the premiums for same.

- H. Catastrophic Injury: Whenever after July 1, 1972 a member shall incur a catastrophic illness or accident necessitating a continuous, long-term absence from work as a result thereof, and when the member shall have exhausted his/her current and accumulated sick leave reserves, he/she shall continue to receive

his/her salary and fringe benefits to which he/she would have been entitled during such absence(s) less the cost to the District of a substitute for his/her position or class, subject to the following conditions:

1. Such salaries and fringe benefits shall be limited to an aggregate of 20 days multiplied by the number of years of service actually performed in the District.
2. In no event shall any such salaries and fringe benefits be paid for any such absence(s) in excess of 180 days cumulatively.
3. In the event the teacher returns to service on a part-time basis within the above time limitation, the deduction of the cost of a substitute shall be pro-rated.
4. The Administration shall have the right to have its medical staff examine and certify whether such absence(s) were or are directly caused by a catastrophic illness or injury.
5. That, notwithstanding the foregoing, any payment(s) of salaries and fringe shall cease and terminate as of the date the member files for retirement for disability or otherwise.

I. Compensable Injury: That Article VII-B of the Board By-Laws be amended to read as follows:

Whenever, after July 1, 1972, a member of the Instructional Negotiating 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 without loss of accumulated sick leave reserves, subject to the following conditions:

1. In no event shall any such salaries and fringe benefits be paid for absences in excess of 180 school days, cumulatively.
2. The Board shall have the right to have its medical staff examine and certify whether such absences were and are directly caused by such injury.
3. That anything hereinabove to the contrary notwithstanding, salaries and fringe benefits for any absence(s) after July 1, 1972 caused by any such injury incurred prior to July 1, 1972 shall be limited to, and in no event shall exceed twenty (20) school days cumulatively.

J. Sick Bank:

1. All members are eligible to participate in a district sick bank administered by the Long Beach Classroom Teachers Association. Application to use district sick bank days must be made to the Association's President.
2. All members will be able to voluntarily contribute up to a total of 12 days per year to the district sick bank. Application to contribute days from a member's sick bank must be made to the Association's President utilizing the Association's form developed for that purpose. Teachers who wish to make a General Sick Bank Donation (i.e., days are not designated for any specific donee) must indicate that on the Association's form and the donation of those days are irrevocable and will not be eligible for the annual turn-in of sick days or the Service Incentive by the donor. Teachers who wish to make a Targeted Donation (i.e., days are designated for a specific donee) must indicate that on the Association's form and any unused days from this targeted donation will be returned to the donor's bank and are eligible for the annual turn-in of sick days with a Service Incentive by the donor.
3. Any member who has exhausted his/her personal sick bank may apply for the use of days from the district sick bank. Such days may only be used for absences for personal or family illness where the illness meets the definition of a "serious health condition" pursuant to the Family and Medical Leave Act of 1993 ("FMLA").
4. Pregnancy will not be considered an illness unless a physician certifies that the member is unable to come to work.
5. Absences that are as a result of an injury covered by Workers Compensation are not eligible.
6. Days will be granted on a first-come, first-served basis in increments of up to 20 days per application. In the event more applications are received than days available, priority will be given to the member who has not previously received days from the district sick bank. In no event will a member be eligible to receive more than 200 days or the number that equals 20 days multiplied by the member's years of service, whichever is less. Members shall have access to the days at the beginning of each school year. (The following examples are for illustrative purposes. A first year member would be eligible for 20 days in year one once his/her accruals are depleted. A second year member would be eligible for 40 days (inclusive of any sick bank days previously used and at the rate of 20 days per application) in year two once his/her accruals are depleted. Any member whose use of sick bank days has equaled 20 times the member's years of service will be eligible for additional sick bank days in

subsequent year(s), according to the formula set forth above until such time as his/her total usage reaches 200 days.)

7. Should a member's application for use of days from the district sick bank be denied, the member may appeal the denial in writing to the Superintendent of Schools. The decision of the Superintendent will be binding.
8. No member will be required to pay back days that are received from the district sick bank.
9. Should a member receive days from the district sick bank which are not used, the days will revert back to the district sick bank.
10. The District will maintain attendance records of the use of the district sick bank. Upon request the district will provide the Association's President with the current number of sick days in a member's personal sick day bank.

ARTICLE XXVII

INSURANCE

A. Health Insurance

1. The Board will pay the cost of health insurance premiums for the members of this bargaining Unit, as presently defined in the Empire Plan and HIP Plan Options. Effective July 1, 2020, Unit members shall pay sixteen (16%) of the family/individual health insurance premiums in effect on January 1 of each year of this agreement. Such plan additionally shall provide for certain superimposed insurance provisions agreeable to the Board, providing the total premium cost of the super-imposed insurance premiums shall not exceed \$25,000.
2. Unit members working for ten months (9/1 – 6/30) in any given year, paying a percentage toward his/her premium for twelve (12) months of health insurance over the ten month period, will be maintained on the district health insurance through August 31 of that year.
3. For any member whose effective date of appointment occurs on or after December 1, 1990, the effective date for health insurance coverage shall be the first day of the third month following the effective date of appointment except that for any member whose effective date of appointment is September 1 in any year, the effective date for health insurance coverage shall be November 1 of that same year.

B. Withdrawal

1. Withdrawal or Change in Coverage Status Option: Members of the unit shall have the option of withdrawing from the District's health insurance basic plans (Empire Plan or HIP) or elect to be covered on the basis of individual coverage rather than family coverage. Such withdrawal or change in coverage status shall be in writing and will be effective on the first of the month 30 days after receipt of notice. Members with a hire date prior to July 1, 2009 who withdraw from family coverage shall receive an annual payment of \$6,708. Members with a hire date prior to July 1, 2009 who change their coverage status from family to individual shall receive an annual payment of \$3,800. Members with a hire date prior to July 1, 2009 who withdraw from individual coverage shall receive an annual payment of \$3,155. Any unit member with a hire date of July 1, 2009 and thereafter, who withdraws from family coverage shall receive an annual payment of \$4,000. Any unit member with a hire date of July 1, 2009, and thereafter, who change their coverage status from family to individual shall receive an annual payment of \$2,000. Any unit member with a hire date of July 1, 2009, and thereafter, who withdraws from individual coverage shall receive an annual payment of \$2,000. If a member withdraws or changes coverage during the course of the year, the payment amount shall be pro-rated. Said payment shall be made in two equal installments within the year; one in December and one in June. Re-election to coverage previously dropped or reduced shall be permitted upon 60 days written notice to the Benefits Office.
2. Mandatory Withdrawal: Withdrawal from the District's health insurance basic plans (Empire Plan or HIP) is mandatory for members of the unit when both husband and wife are insured by the District, regardless of whether one spouse is not a member of the unit. Members with a hire date prior to July 1, 2009 who are required to withdraw from family coverage shall receive an annual payment of \$6,708. Any unit member with a hire date of July 1, 2009, and thereafter, who withdraws shall receive an annual payment of \$4,000. If a member withdraws from family coverage during the course of the year, the payment amount will be prorated. Said payment shall be made in two equal installments within the year; one in December and one in June.
3. As an optional alternative, members of the unit required to withdraw under Section 2 above may instead elect to be covered on an individual basis. If this alternative is elected, there will be no payment of the difference in premium to the member. Members who have chosen this alternative may, upon sixty (60) day's written notice, drop this individual coverage and receive the benefits of Section 2 above on a pro-rated basis.

4. Members who are required to withdraw under Section 2 above or elect the alternative in Section 3 shall be immediately returned to appropriate full coverage upon the loss of health insurance coverage, for any reason, of the previously covered spouse. In such instance, payment to the member provided in Section 2 above shall be on a pro-rated basis. This also applies in the same manner for those who exercised an option under Section 1.
- C The District shall establish a Cafeteria Plan to the extent permitted by the Internal Revenue Code containing a salary reduction plan for the purpose of:
1. Paying the employee's share of health premium costs and/or other medical, dental and optical costs.
 2. Inclusion of a child care and elder care salary reduction plan, and
 3. Optional Inclusion of "buy-out" funds arising from a waiver of health insurance as provided in this agreement for the purpose of establishing a medical, dental and optical reimbursement plan, and a child care and elder care expense reimbursement program.
 4. The District shall provide domestic partner coverage as defined and limited by the health insurance plan provided by the New York State Government Employees Health Insurance Program.
- D. Dental Insurance: The Board agrees to continue its payment for dental insurance for all members of this bargaining unit in effect July 1, 1973. Said dental plan shall include a full paid group term life insurance policy in the amount of \$25,000. However, while this dental insurance is provided to unit members upon separation or retirement, it is expressly understood by the parties that life insurance coverage is not available to unit members upon separation or retirement.
- E. Part-time teachers will have the option of participating in the medical and dental insurance plans. Premiums for these plans will be pro-rated with the part-time teacher paying that portion of the premium not paid by the District. Part-time teachers are not included in the superimposed insurance.
- F. 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 agent with a list of all employees from whose salaries such deductions have been made.

- G. Vision Coverage: The Board agrees to provide a comprehensive eyeglass coverage policy in the amount of three hundred (\$300) dollars for each member every two (2) years. If the three hundred (\$300) dollars is not used in the two (2) year period, it may not be rolled over to subsequent years. Such amount shall increase to \$400 of coverage every two (2) years effective July 1, 2014.
- H. AFLAC Insurance: Unit members will have the option of participating in the AFLAC insurance for Personal Cancer Indemnity Plan and Personal Accident Indemnity Plan. The full cost for the premium will be solely the responsibility of the unit member and will be collected via normal payroll deduction.

ARTICLE XXVIII

SALARIES

- A. The unit salary schedules shall be determined by applying the following across the board increases to the salary schedules then in effect.

Effective July 1, 2020, the salary schedule shall be increased by 1.0%. Regular increments shall be provided.

Salary schedules are attached.

- B. Coaches' salaries are attached and reflect the above increases.
- C. Co-curricular activities salaries for 2020-21 are attached and reflect the above increases.
- D. Elementary: When after-school activities, with the approval of the Superintendent of Schools, are established at the elementary school, those teachers involved will be compensated at the rates set by the CTA-Superintendent Committee, with final approval of the Superintendent.
- E. Program Development Projects: The Board shall continue to support both curriculum revision and development by allocating sufficient time to professionally complete such projects compensated at the hourly rate of \$41.28 for the 2020-21 school year.
- F. If SAT/ACT Preparation courses or Twilight School are offered by the District, compensation shall be at the rate of \$153.51 for the 2020-21 school year.
- G. Overnight Trips
 - 1. 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 \$153.51 for the 2020-21 school year.

2. Any unit member chaperoning a trip during the weekend shall be compensated per day at the above rates. This shall include chaperoning in the Columbus Day Parade.
- H. Any unit member who performs audiovisual production work, outside the normal school day, at the request of Administration, shall be compensated at the rate of \$57.77 per hour for the 2020-21 school year.
- I. 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 at the rate of \$57.77 per hour for the 2020-21 school year.
- J. Building Technical Liaison: Where the District employs a Building Technical Liaison, his/her stipend shall be \$5,050 for the 2020-21 school year. It is further understood that where the position is shared in a particular building, the stipend will be apportioned accordingly. In addition, where more than one position has been allocated for a building, the stipend will be apportioned accordingly.
- K. If any new position is created, compensation shall be negotiated with the CTA.
- L. All unit members who worked in the District during the 2008-2009 school year and who have since retired or separated from service shall be granted the compensation increases and applicable benefits for the period of their employment from July 1, 2008 to the date of their separation.
- M. Pre-Kindergarten Program: The District shall be permitted to employ part-time teachers on an hourly basis for vacancies that occur in the Pre-Kindergarten program.

Common Preparation Period for Pre-Kindergarten Staff: Common preparation periods of thirty (30) minutes shall be granted to both the a.m. teachers and the p.m. teachers at the start of the teachers' shift. Additional compensation will be paid for any additional time worked.

The District acknowledges that it will consent to the accretion to the bargaining unit of any Pre-Kindergarten part-time teachers employed as a result of the foregoing. Effective July 1, 2020, Pre-Kindergarten part-time teachers with a bachelor's degree shall be paid \$52.33 per hour. Effective July 1, 2020, Pre-Kindergarten part-time teachers with a master's degree shall be paid \$57.24 per hour. No other fringe benefit provisions of this contract shall be applicable to Pre-Kindergarten part-time teachers. All other clauses of this contract shall be applicable to pre-Kindergarten part-time teaching.

Further, the District agrees that the foregoing shall not be asserted by it as a precedent in future bargaining, nor will the District assert that it possesses the right to staff other non-mandated programs in a manner similar to the Pre-Kindergarten program and will continue to staff such non-mandated programs with regular full time and regular part-time bargaining unit teachers paid pursuant to the teacher salary schedule, consistent with existing practice in effect on July 1, 1996.

ARTICLE XXIX

METHOD OF PAYMENT OPTIONS

- A. The salaries of members of this Negotiating Unit may be paid as follows:
 - 1. Twenty-one (21) payments, or approximately twenty-one and three-tenths (21.3) equal bi-weekly payments (September through June) according to the revised salary payment schedule.
 - 2. Twenty-five (25) equal payments; twenty-one (21) payments as in (a) above and four (4) payments on the last day of school.
 - 3. Twenty-Six (26) equal bi-weekly payments (September 1 – August 31)
- B. 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.
- C. 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.

ARTICLE XXX

RETIREMENT OPPORTUNITIES

- A. This Article recognizes that career teachers with many years of service in the District have much to offer the District in helping student teachers, in helping to train and develop new and inexperienced teachers, in offering in-service courses in which they will work in areas of concern to the District and in doing educational research. This service will be performed under the direction of the Superintendent of Schools and with the approval of the Board, subject to the conditions hereinafter set forth.
- B. Any member of the Unit who has served fifteen (15) years or more in the District, has applied for service retirement, and is formally retiring shall be eligible for benefits described herein, provided he/she shall make request for same in any school year. Upon making such request for benefits, such Unit member shall be assigned, within his/her qualifications and experience, additional responsibilities

and work, such as participation in a summer work project, for which the member shall be paid at the rate of his/her annual salary (which is defined as base salary, plus longevity and supermaximum credits where applicable). However, notwithstanding the foregoing:

1. In no event shall any such payment(s) of salary in the aggregate exceed twenty (20%) percent of such annual salary;
2. Such assignment shall be performed at the time(s) requested by the Superintendent of Schools; and
3. Any such assignment and compensation shall be solely within the discretion and recommendation of the Superintendent of Schools and upon approval thereof by the Board of Education.

C. Service Incentive

1. A member of the Instructional Negotiating Unit who has served fifteen (15) years or more in the District and who is being separated from service or is retiring, will be compensated for 50% of his/her accumulated unused sick days, each day to be compensated at the rate of 1/180th of his/her said annual salary at the time of termination of employment. Payment shall be made through an employer funded 403(b) plan.
2. In the event the member is eligible for the benefits of Article XXX, Section B, then the member shall be entitled to the greater amount of the benefits thereunder, or under Article XXX, Section C, it being intended that any such entitlement shall be alternative and not cumulative.

D. Should a member having made the required announcement of retirement in writing, die in service after having actively served in his/her regular capacity for at least one day in the final fiscal year of service, the District will pay any compensation due that member under this provision to that member's stated beneficiary on what would have been the member's last day of service prior to retirement.

E. Should a member die in service, the District will pay to a designated beneficiary fifty (50%) percent of the value of the unused cumulative sick days in that member's bank.

F. Retirement Incentive

1. Definitions

- a. For the purposes of this Section F, "first year of eligibility" is defined as follows:

1. A unit member is eligible for this retirement incentive when he/she first becomes eligible for the NYSTRS/NYSERS service retirement provisions under his/her respective tier without penalty due to insufficient years of service or age.
 2. A unit member may choose to use, or forgo using, part or all of any state enhancement for the purpose of determining his/her first year of eligibility.
 - b. For all tiers, for the purpose of retiring with medical insurance, the first year of eligibility will be delayed if a Unit member involved has fewer than 10 years of completed District service. When such Unit member meets all criteria as described in this Section F for the first year of eligibility, said first year of eligibility shall instead be delayed to be the year in which he/she completes the tenth year of District service, or the year of first eligibility not considering the health insurance eligibility, at the Unit members' discretion.
 - c. Unit members with birthdays in the calendar months of July through June shall have their first year of eligibility deemed to be the school year immediately preceding the July through June in which the Unit member becomes 55 or 62 years of age, or the school year in which his/her birthday falls, as he/she may choose, provided that he/she submit to the Superintendent of Schools, no later than January 15 of the school year at the end of which retirement shall be effective, an irrevocable letter of resignation for the purpose of retirement.
 - d. A Unit member is eligible for this retirement incentive in the school year in which he/she decides to retire regardless of the penalty NYSTRS/NYSERS imposes or when he/she becomes first eligible for the NYSTRS/NYSERS service retirement provisions under his/her respective tier without penalty due to insufficient years of service or age.
2. A retirement incentive shall be available to all Unit members who submit to the Superintendent of Schools no later than January 15 of their first year of eligibility for such incentive, as first year of eligibility is defined below, an irrevocable letter of resignation for the purpose of retirement, effective the following July 1. The incentive shall be \$1,000 for each year of full-time District service, or an additional 30% added to the existing contractual entitlement relative to payoff at retirement of accumulated sick leave, whichever is greater. Unit members eligible for and availing themselves of this incentive shall also be guaranteed that their health

insurance percentage contribution shall not be increased beyond the rate that they are paying as an active employee immediately prior to retirement for a period of five years after their date of retirement and after said five years, the contribution for such retirees shall not exceed the rate negotiated for an active unit member at that time or any subsequent time. Payment shall be made through and employer funded 403(b) plan.

3. Those unit members who have served at least ten (10) years, but fewer than fifteen (15) years in the District, who qualify for retirement may elect to retire under the provisions outlined in this Article XXX, Section F. In such event, the retirement incentive award will be calculated as follows:
 - a. The benefit described above under Article XXX, Section C shall be determined on a pro-rata basis. For example, a teacher who has served 13 of the 15 years will be paid 13/15 of the 50% of the accumulated sick leave, at 1/180th of his/her salary at the time of retirement. Payment shall be made through an employer funded 403(b) plan.
 - b. The teacher will be entitled to an additional 30% of his/her accumulated sick leave.

ARTICLE XXXI **STATUS OF AGREEMENT**

That, except as in this Agreement otherwise expressly provided, all By-Laws, and written Rules and Regulations affecting terms and conditions of employment adopted by the Board or Administration shall remain in full force and effect; however, notwithstanding the foregoing, it is agreed that this Agreement will supersede the foregoing By-Laws and/or written Rules and Regulations if same will be contrary to, or inconsistent with, the terms of this Agreement. Further, the Board or Administration shall have the right to change any such By-Law, and/or 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 XXXII **CONFORMITY TO LAW SAVING CLAUSE**

If any provisions of this Agreement are, or shall at any time be, contrary to law, then such provision shall not be applied or performed or enforced except to the extent permitted by law.

ARTICLE XXXIII
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 PROVIDING THE ADDITIONAL FUNDS THEREOF, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XXXIV
NO STRIKE PLEDGE

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

ARTICLE XXXV
"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 re-opened on any item, whether contained herein or not, during the life of this Agreement.

ARTICLE XXXVI
DURATION

This agreement will be effective as of July 1, 2020 and continue in effect through June 30, 2021.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this day _____ of _____, 2020.

CITY SCHOOL DISTRICT OF
THE CITY OF LONG BEACH

By: _____
Tina Posterli, President
Board of Education

LONG BEACH CLASSROOM
TEACHERS ASSOCIATION

By: _____
Keith Harvey
President

Schedule A

Long Beach City School District
Instructional Negotiating Unit
BA – Level Salary Schedule

	2020-2021									
	BA	BA 30	BA3010	BA3020	BA3030	BA3040	BA3050	BA3060	BA3070	BA3080
1	\$63,627	\$67,348	\$68,695	\$70,052	\$71,403	\$72,756	\$74,110	\$75,457	\$76,812	\$78,163
2	\$65,827	\$69,764	\$71,117	\$72,469	\$73,822	\$75,175	\$76,531	\$77,879	\$79,230	\$80,584
3	\$68,022	\$72,185	\$73,540	\$74,889	\$76,246	\$77,596	\$78,944	\$80,299	\$81,648	\$83,006
4	\$70,225	\$74,599	\$75,952	\$77,302	\$78,657	\$79,988	\$81,361	\$82,713	\$84,065	\$85,416
5	\$73,673	\$78,272	\$79,623	\$80,977	\$82,328	\$83,682	\$85,032	\$86,385	\$87,742	\$89,089
6	\$76,497	\$81,311	\$82,664	\$84,016	\$85,367	\$86,720	\$88,070	\$89,421	\$90,777	\$92,129
7	\$79,315	\$84,358	\$85,711	\$87,061	\$88,414	\$89,764	\$90,221	\$92,470	\$93,821	\$95,174
8	\$82,146	\$87,396	\$88,750	\$90,104	\$91,454	\$92,806	\$94,157	\$95,515	\$96,865	\$98,217
9	\$84,961	\$90,438	\$91,788	\$93,115	\$94,497	\$95,847	\$97,197	\$98,551	\$99,903	\$101,258
10	\$89,662	\$95,363	\$96,716	\$98,065	\$99,418	\$100,772	\$102,119	\$103,476	\$104,826	\$106,178
11	\$91,867	\$97,779	\$99,130	\$100,484	\$101,835	\$103,189	\$104,540	\$105,889	\$107,242	\$108,590
12	\$94,057	\$100,199	\$101,548	\$102,902	\$104,250	\$105,604	\$106,961	\$108,310	\$109,662	\$111,016
13	\$96,257	\$102,609	\$103,964	\$105,316	\$106,669	\$108,016	\$109,372	\$110,722	\$112,076	\$113,426
14	\$98,451	\$105,029	\$106,382	\$107,735	\$109,089	\$110,441	\$111,790	\$113,146	\$114,495	\$115,846
15	\$100,654	\$107,450	\$108,797	\$110,151	\$111,504	\$112,858	\$114,206	\$115,559	\$116,915	\$118,262
16	\$102,851	\$109,868	\$111,216	\$112,569	\$113,920	\$115,275	\$116,629	\$117,978	\$119,330	\$120,686
17	\$103,109	\$110,338	\$111,692	\$113,043	\$114,396	\$115,751	\$117,103	\$118,453	\$119,806	\$121,159
18	\$103,109	\$110,338	\$111,692	\$113,043	\$114,396	\$115,751	\$117,103	\$118,453	\$119,806	\$121,159
19	\$103,177	\$110,855	\$112,208	\$113,558	\$114,911	\$116,262	\$117,613	\$118,966	\$120,316	\$121,670

Longevity:

- A - After 13 years of service in District: \$3,823
- B - After 18 years of service in District: \$7,892
- C - After 19 years of service in District: \$8,996
- D - After 24 years of service in District: \$11,838

Advancement from BA3060 to BA3070 available only for credits earned after 7/1/86
Advancement from BA3070 to BA3080 available only for credits earned after 7/1/88

Schedule B

Long Beach City School District
Instructional Negotiating Unit
MA -- Level Salary Schedule

		2020-2021										
		MA	MA10	MA20	MA30	MA40	MA50	MA60	MA70	MA80	PHD	
1		\$69,537	\$70,888	\$72,240	\$73,591	\$74,943	\$76,295	\$77,646	\$79,000	\$80,355	\$82,157	
2		\$72,179	\$73,530	\$74,881	\$76,233	\$77,585	\$78,936	\$80,289	\$81,640	\$82,993	\$84,793	
3		\$74,811	\$76,162	\$77,519	\$78,872	\$80,219	\$81,579	\$82,927	\$84,279	\$85,631	\$87,434	
4		\$77,454	\$78,807	\$80,158	\$81,510	\$82,860	\$84,214	\$85,568	\$86,920	\$88,272	\$90,075	
5		\$81,339	\$82,688	\$84,043	\$85,393	\$86,742	\$88,095	\$89,451	\$90,802	\$92,153	\$93,954	
6		\$84,602	\$85,955	\$87,310	\$88,659	\$90,008	\$91,364	\$92,716	\$94,066	\$95,419	\$97,222	
7		\$87,863	\$89,217	\$90,569	\$91,922	\$93,271	\$94,623	\$95,975	\$97,332	\$98,685	\$100,485	
8		\$91,128	\$92,481	\$93,830	\$95,182	\$96,536	\$97,886	\$99,237	\$100,588	\$101,940	\$103,745	
9		\$94,385	\$95,739	\$97,093	\$98,446	\$99,796	\$101,149	\$102,500	\$103,853	\$105,203	\$107,008	
10		\$99,528	\$100,882	\$102,234	\$103,585	\$104,934	\$106,287	\$107,639	\$108,989	\$110,345	\$112,148	
11		\$102,163	\$103,521	\$104,889	\$106,224	\$107,573	\$108,926	\$110,280	\$111,632	\$112,983	\$114,785	
12		\$104,805	\$106,155	\$107,503	\$108,858	\$110,209	\$111,560	\$112,913	\$114,270	\$115,619	\$117,422	
13		\$107,439	\$108,789	\$110,144	\$111,495	\$112,848	\$114,198	\$115,552	\$116,903	\$118,255	\$120,058	
14		\$110,072	\$111,427	\$112,778	\$114,128	\$115,482	\$116,835	\$118,185	\$119,536	\$120,887	\$122,693	
15		\$112,709	\$114,063	\$115,419	\$116,769	\$118,118	\$119,474	\$120,827	\$122,175	\$123,526	\$125,334	
16		\$115,346	\$116,701	\$118,055	\$119,404	\$120,759	\$122,112	\$123,462	\$124,812	\$126,165	\$127,964	
17		\$116,047	\$117,399	\$118,748	\$120,102	\$121,451	\$122,804	\$124,155	\$125,509	\$126,863	\$128,659	
18		\$116,047	\$117,399	\$118,748	\$120,102	\$121,451	\$122,804	\$124,155	\$125,509	\$126,863	\$128,659	
19		\$116,998	\$118,352	\$119,702	\$121,055	\$122,406	\$123,759	\$125,108	\$126,456	\$127,814	\$129,618	

Longevity:

- A - After 13 years of service in District: \$3,823
- B - After 18 years of service in District: \$7,892
- C - After 19 years of service in District: \$8,996
- D - After 24 years of service in District: \$11,838

Advancement from MA60 to MA70 available only for credits earned after 7/1/86
 Advancement from MA70 to MA80 available only for credits earned after 7/1/88

Schedule C

Long Beach City School District Nurses Salary Schedule

Step	2019-2020	2020-2021	
		1%	
1	\$43,339	\$43,772	
2	\$44,282	\$44,725	
3	\$45,225	\$45,677	For the 2020-21 school year only: (a) nurses with fewer than three (3) years of service to the District as such will receive an additional \$1,500, less withholdings; (b) nurses with between three (3) and ten (10) years of service to the District as such will receive an additional \$2,000, less withholdings; and (c) nurses with more than ten (10) years of service to the District as such will receive an additional \$2,500, less withholdings. Compensation as reflected in this paragraph shall be made in equal installments as part of regular annual payroll. The provisions of this paragraph shall sunset June 30, 2021.
4	\$46,217	\$46,679	
5	\$47,210	\$47,682	
6	\$48,205	\$48,687	
7	\$49,195	\$49,687	
8	\$51,252	\$51,765	
9	\$53,308	\$53,841	
10	\$55,364	\$55,918	
11	\$57,418	\$57,992	
12	\$59,667	\$60,264	
13	\$61,908	\$62,527	
14	\$64,335	\$64,978	
15	\$66,765	\$67,433	
16	\$69,197	\$69,889	
17	\$71,627	\$72,343	
18	\$76,867	\$77,636	

LONGEVITIES

After 13 years and every 5 years thereafter:

Full Time	\$1,616	\$1,632
20-29 Hours	\$807	\$815
10-19 Hours	\$536	\$541
24 Yr. Longevity	\$582	\$588

** The 24 year longevity is to be prorated for less than full-time employees

Effective July 1, 2009, nurses who are below step 11 on June 30 shall advance two (2) steps each year that they are eligible for incremental movement. Upon reaching step 11 and beyond, movement shall be one (1) step per year.

Schedule D
Interscholastic Athletics Schedule of Rates

Varsity Head		
	2019 - 20	2020 - 21 1%
Badminton	\$ 6,594	\$ 6,660
Baseball	\$ 8,318	\$ 8,401
Basketball	\$ 9,840	\$ 9,938
Cheerleading (F)	\$ 5,472	\$ 5,527
Cheerleading (W)	\$ 5,472	\$ 5,527
Crew	\$ 6,061	\$ 6,122
Cross Country	\$ 7,443	\$ 7,517
Diving Coach	\$ 2,721	\$ 2,748
Football	\$ 10,671	\$ 10,778
Golf	\$ 6,312	\$ 6,375
Gymnastics	\$ 8,238	\$ 8,320
Lacrosse	\$ 8,865	\$ 8,954
Soccer	\$ 7,974	\$ 8,054
Softball	\$ 8,305	\$ 8,388
Strength & Conditioning	\$ 3,432	\$ 3,466
Swimming	\$ 8,504	\$ 8,589
Tennis	\$ 6,595	\$ 6,661
Track-Outdoor	\$ 8,370	\$ 8,454
Track-Indoor	\$ 8,391	\$ 8,475
Volleyball	\$ 7,969	\$ 8,049
Wrestling	\$ 9,884	\$ 9,983
Athletic Trainer	\$ 8,504	\$ 8,589
Varsity Assistant		
	2019-20	2020 - 21 1%
Baseball	\$ 6,110	\$ 6,171
Basketball	\$ 6,297	\$ 6,360
Crew	\$ 4,339	\$ 4,382
Cross Country	\$ 5,944	\$ 6,003
Football (3)	\$ 8,006	\$ 8,086
Gymnastics	\$ 5,273	\$ 5,326
Lacrosse	\$ 6,625	\$ 6,691
Soccer	\$ 5,900	\$ 5,959
Softball	\$ 6,139	\$ 6,200
Swimming	\$ 5,441	\$ 5,495
Tennis	\$ 5,273	\$ 5,326
Track-Outdoor	\$ 5,900	\$ 5,959
Track-Indoor	\$ 5,900	\$ 5,959
Volleyball	\$ 5,900	\$ 5,959
Wrestling	\$ 5,931	\$ 5,990

Interscholastic Athletics Schedule of Rates
JV Head

	<u>2019-20</u>	<u>2020 - 21 1%</u>
Badminton	\$ 5,673	\$ 5,730
Baseball	\$ 7,154	\$ 7,226
Basketball	\$ 7,184	\$ 7,256
Cheerleading (F)	\$ 3,994	\$ 4,034
Cheerleading (W)	\$ 3,994	\$ 4,034
Football (3)	\$ 7,687	\$ 7,764
Lacrosse	\$ 7,624	\$ 7,700
Lacrosse Asst.	\$ 5,717	\$ 5,774
Soccer	\$ 6,623	\$ 6,689
Softball	\$ 7,142	\$ 7,213
Tennis	\$ 5,673	\$ 5,730
Volleyball	\$ 6,409	\$ 6,473
Wrestling	\$ 7,211	\$ 7,283

Grades 7/8

	<u>2019-20</u>	<u>2020 - 21 1%</u>
Baseball	\$ 4,907	\$ 4,956
Basketball	\$ 5,805	\$ 5,863
Cross Country	\$ 4,949	\$ 4,998
Football (3)	\$ 6,508	\$ 6,573
Gymnastics	\$ 4,860	\$ 4,909
Lacrosse	\$ 5,232	\$ 5,284
Soccer	\$ 4,707	\$ 4,754
Softball	\$ 4,902	\$ 4,951
Tennis	\$ 3,905	\$ 3,944
Track-Outdoor	\$ 4,949	\$ 4,998
Track-Indoor	\$ 4,949	\$ 4,998
Volleyball	\$ 4,702	\$ 4,749
Wrestling	\$ 5,832	\$ 5,890

Schedule E
Schedule of Rates
Co-Curricular Activities

Middle School Co-Curricular			
MS Club Activity	Time commitment	2019-20	2020-21 1%
African American Culture Club	Alternating Weeks	1573	1589
Ari Club	Seasonal	1573	1589
Chamber Orchestra	1.5 hrs per week	4718	4765
Cheerleading (Football)	Seasonal	1573	1589
Cheerleading (Basketball)	Seasonal	1573	1589
Chess Club	Alternating Weeks	1573	1589
Cooking and Crafts	Alternating Weeks	1573	1589
Digital Arts	Weekly	3145	3176
Drama Production Director	Seasonal	3145	3176
Gay - Straight Alliance	Alternating Weeks	1573	1589
Grade 6 Advisor	Varies	2359	2383
Grade 7 Advisor	Varies	2359	2383
Grade 8 Advisor	Varies	2359	2383
Graphic Novels & Animation	Alternating Weeks	1573	1589
Historical Explorers	Alternating Weeks	1573	1589
Intramural Golf	Seasonal	2359	2383
Intramural Grade 6-8	Seasonal	2359	2383
Intramural Hockey	Seasonal	2359	2383
Jazz Band	1.5 hrs per week	4718	4765
LBMS Singers	1.5 hrs per week	4718	4765
Math Team	Weekly + meets	2359	2383
Musical Production Asst	Seasonal	2359	2383
Musical Production Director	Seasonal	3933	3972
National Jr. Honor Society	Alternating Weeks	1573	1589
News Club	Weekly + web publishing	3933	3972
Odyssey of the Mind (2)	Seasonal	3145	3176
Perfect Pals	Alternating Weeks	1573	1589
Robotics Club	Varies	3145	3176
SADD	Alternating Weeks	1573	1589
Science Research	Varies	3145	3176
Student Organization	Varies	3933	3972
Study Club	Bi-Weekly	3933	3972
Wind Ensemble	1.5 hrs per week	4718	4765
Wood Set Design	Seasonal	1573	1589
Yearbook	Weekly + publishing duties	3933	3972
Ticket Takers, Cashiers, Supervisors for concerts, plays, athletic events, etc. :			
Approx. 3.5 hours/session	Afternoons	63.76	64.40
	Evenings	81.71	82.53
	Overnight	151.99	153.51

High School Co-Curricular					
HS Club Activity	Time commitment	2019 - 20	2020-21 1%		
African-American Club	Alternating Weeks	\$ 1,573	\$ 1,589		
Anime Club	Alternating Weeks	\$ 1,573	\$ 1,589		
Anti-Bullying Club	Alternating Weeks	\$ 1,573	\$ 1,589		
Art (Palette) Club	Alternating Weeks	\$ 1,573	\$ 1,589		
Aspira	Weekly + weekends	\$ 3,933	\$ 3,972		
Automotive Club	Alternating Weeks	\$ 1,573	\$ 1,589		
Best Buddies	Weekly	\$ 3,145	\$ 3,176		
Book Club	Alternating Weeks	\$ 1,573	\$ 1,589		
Chamber Orchestra	Weekly	\$ 4,718	\$ 4,765		
Chess Club	Alternating Weeks	\$ 1,573	\$ 1,589		
Choreographer	Seasonal	\$ 3,145	\$ 3,176		
Competitive Surf Club	Seasonal	\$ 3,145	\$ 3,176		
Comptroller	Varies	\$ 5,503	\$ 5,558		
Culture Club	Alternating Weeks	\$ 1,573	\$ 1,589		
Dance	Weekly	\$ 3,145	\$ 3,176		
DECA	Weekly + meets	\$ 3,145	\$ 3,176		
Drama Production	Seasonal(Sept-Nov)	\$ 3,145	\$ 3,176		
Drama Production-Set design	Seasonal(Sept-Nov)	\$ 1,573	\$ 1,589		
Echo (Yearbook)	Bi-weekly	\$ 6,289	\$ 6,352		
Fashion Club	Alternating Weeks	\$ 1,573	\$ 1,589		
Fragments	Weekly + publishing duties	\$ 6,289	\$ 6,352		
Freshman Class	Weekly	\$ 3,145	\$ 3,176		
Gay- Straight Alliance	Alternating Weeks	\$ 1,573	\$ 1,589		
HerStory	Weekly	\$ 3,145	\$ 3,176		
Hockey	Seasonal	\$ 3,933	\$ 3,972		
Hockey split between 2 assts.	Seasonal	\$ 3,933	\$ 3,972		
HOPE Club	Alternating Weeks	\$ 1,573	\$ 1,589		
Israeli Culture Club	Alternating Weeks	\$ 1,573	\$ 1,589		
Jazz Ensemble	Weekly (1.5 hrs)	\$ 4,718	\$ 4,765		
Jazz Ensemble II	Weekly (1.5 hrs)	\$ 4,718	\$ 4,765		
Junior Class	Weekly	\$ 3,145	\$ 3,176		
Key Club	Weekly	\$ 3,145	\$ 3,176		
Marching Band	Varies + summer camp + weekends	\$ 5,243	\$ 5,295		
Marching Band Asst	Varies	\$ 2,595	\$ 2,621		
Math Team	Alternating Weeks	\$ 2,359	\$ 2,383		
Model Congress	Weekly + weekends	\$ 6,289	\$ 6,352		
Musical Production Director	Seasonal Dec-Feb	\$ 3,933	\$ 3,972		
Musical Production Pit Band	Seasonal Dec-Feb	\$ 3,145	\$ 3,176		
Musical Production Set Design	Seasonal Dec-Feb	\$ 1,573	\$ 1,589		
Musical Production Vocal	Seasonal Dec-Feb	\$ 3,145	\$ 3,176		
National Art Honor Society	Weekly	\$ 3,145	\$ 3,176		
National Honor Society	Weekly	\$ 3,145	\$ 3,176		
Robotics Asst. Coach	3 seasons	\$ 9,435	\$ 9,529		
Robotics Coach	3 seasons	\$ 11,799	\$ 11,917		
Select Choir (Sound Waves)	Weekly	\$ 4,718	\$ 4,765		
Senior Class	Varies	\$ 4,716	\$ 4,763		
Senior Prom Coordinator	Varies	\$ 1,573	\$ 1,589		
Sophomore Class	Weekly	\$ 3,145	\$ 3,176		
Student Government	Weekly + additional duties	\$ 6,289	\$ 6,352		
Studio Sound Recording	Weekly	\$ 3,145	\$ 3,176		
Surf Club	Alternating Weeks	\$ 1,573	\$ 1,589		
Tide (Newspaper)	Bi-weekly	\$ 3,894	\$ 3,933		
Tri-M Music Society	Alternating Weeks	\$ 1,573	\$ 1,589		
Varsity Club	Varies	\$ 1,573	\$ 1,589		
Ticket Takers, Cashiers, Supervisors for concerts, plays, athletic events, etc. :		2019-20	2020-21		
Approx. 3.5 hours/session	Afternoons	\$ 63.76	\$ 64.40		
	Evenings	\$ 81.71	\$ 82.53		
	Overnight	\$ 151.99	\$ 153.51		