

**Los Angeles County Office of Education
Business Advisory Services**

**PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
in accordance with AB 1200 (Chapter 1213/Statutes 1991), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5**

Name of School District: Long Beach Unified School District
 Name of Bargaining Unit: Teachers Association of Long Beach K-12 and CDC/Head Start
 Certificated, Classified, Other: Certificated

The proposed agreement covers the period beginning: July 1, 2018 and ending: June 30, 2019
 (date) (date)

The Governing Board will act upon this agreement on: March 27, 2019
 (date)

Note: This form, along with a copy of the proposed agreement, must be submitted to the County Office at least ten (10) working days prior to the date the Governing Board will take action.

A. Proposed Change in Compensation

Bargaining Unit Compensation All Funds - Combined	Annual Cost Prior to Proposed Settlement	Fiscal Impact of Proposed Agreement (Complete Years 2 and 3 for multiyear and overlapping agreements only)		
		Year 1 Increase/(Decrease) 2018-19	Year 2 Increase/(Decrease) 2019-20	Year 3 Increase/(Decrease) 2020-21
1. Salary Schedule Including Step and Column	\$ 340,503,970	\$ 6,810,080		
		2.00%	0.00%	0.00%
2. Other Compensation Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.	\$ 3,405,040			
Description of Other Compensation		1% off schedule based on 18-19 salaries		
3. Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 67,998,554	\$ 2,039,955		
		3.00%	0.00%	0.00%
4. Health/Welfare Plans	\$ 73,663,822			
		0.00%	0.00%	0.00%
5. Total Bargaining Unit Compensation Add Items 1 through 4 to equal 5	\$ 482,166,346	\$ 12,255,075	\$ -	\$ -
		2.54%	0.00%	0.00%
6. Total Number of Bargaining Unit Employees (Use FTEs if appropriate)	3,617.00			
7. Total Compensation Average Cost per Bargaining Unit Employee	\$ 133,306	\$ 3,388	\$ -	\$ -
		2.54%	0.00%	0.00%

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8. What was the negotiated percentage change? For example, if the change in "Year 1" was for less than a full year, what is the annualized percentage of that change for "Year 1"?

2% Salary Increase, retroactive to July 1, 2018. 1% of annual salary (2018-19), one time off schedule payment.

9. Were any additional steps, columns, or ranges added to the salary schedules? (If yes, please explain.)

No

10. Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)

11. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes No
If yes, please describe the cap amount.

The cap is based on the 2013 PPO rates at each tier with a 3.5% annual escalator starting in 2014.

B. Proposed negotiated changes in noncompensation items (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

See attached.

C. What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement? Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

None

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D. What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?

Full contract shall be open for 2021-2022, with reopeners for 2019-2020 and 2020-2021 on Article VI and three articles selected by each party.

E. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

None

F. Source of Funding for Proposed Agreement:

1. Current Year

Funding will come from ongoing resources, including LCFF resources and categorical funds.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years?

Funding will come from ongoing resources, including LCFF resources and categorical funds.

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

This is a single year agreement.

Long Beach Unified School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**Unrestricted General Fund**

Bargaining Unit: Teachers Association of Long Beach K-12 and CDC/Head Start

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 2nd Interim)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
LCFF Revenue	8010-8099	\$ 728,442,309	\$ -	\$ 728,442,309
Federal Revenue	8100-8299	\$ 1,749,063	\$ -	\$ 1,749,063
Other State Revenue	8300-8599	\$ 27,227,874	\$ -	\$ 27,227,874
Other Local Revenue	8600-8799	\$ 22,130,917	\$ -	\$ 22,130,917
TOTAL REVENUES		\$ 779,550,163	\$ -	\$ 779,550,163
EXPENDITURES				
Certificated Salaries	1000-1999	\$ 308,137,415	\$ 7,807,782	\$ 315,945,197
Classified Salaries	2000-2999	\$ 90,854,363		\$ 90,854,363
Employee Benefits	3000-3999	\$ 164,087,469	\$ 1,559,211	\$ 165,646,680
Books and Supplies	4000-4999	\$ 19,851,860	\$ -	\$ 19,851,860
Services and Other Operating Expenditures	5000-5999	\$ 44,628,757	\$ -	\$ 44,628,757
Capital Outlay	6000-6999	\$ 6,855,460	\$ -	\$ 6,855,460
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ 65,000	\$ -	\$ 65,000
Transfers of Indirect Costs	7300-7399	\$ (9,148,451)	\$ -	\$ (9,148,451)
TOTAL EXPENDITURES		\$ 625,331,873	\$ 9,366,993	\$ 634,698,866
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources	8900-8979	\$ 9,180,411	\$ -	\$ 9,180,411
Transfers Out and Other Uses	7600-7699	\$ 6,458,425	\$ -	\$ 6,458,425
Contributions	8980-8999	\$ (128,495,047)	\$ (2,043,366)	\$ (130,538,413)
OPERATING SURPLUS (DEFICIT)*		\$ 28,445,229	\$ (11,410,359)	\$ 17,034,870
BEGINNING FUND BALANCE				
	9791	\$ 187,942,907		\$ 187,942,907
Audit Adjustments/Other Restatements	9793/9795			\$ -
ENDING FUND BALANCE		\$ 216,388,136	\$ (11,410,359)	\$ 204,977,777
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable	9711-9719	\$ 1,796,900	\$ -	\$ 1,796,900
Restricted	9740			
Committed	9750-9760	\$ 70,800,000	\$ -	\$ 70,800,000
Assigned	9780			\$ -
Reserve for Economic Uncertainties	9789	\$ 18,564,465	\$ 236,282	\$ 18,800,747
Unassigned/Unappropriated Amount	9790	\$ 125,226,771	\$ (11,646,641)	\$ 113,580,130

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Long Beach Unified School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Restricted General Fund

Bargaining Unit: Teachers Association of Long Beach K-12 and CDC/Head Start

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 2nd Interim)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
L.CFF Revenue	8010-8099	\$ -	\$ -	\$ -
Federal Revenue	8100-8299	\$ 58,731,946	\$ -	\$ 58,731,946
Other State Revenue	8300-8599	\$ 106,493,826	\$ -	\$ 106,493,826
Other Local Revenue	8600-8799	\$ 5,023,461	\$ -	\$ 5,023,461
TOTAL REVENUES		\$ 170,249,233	\$ -	\$ 170,249,233
EXPENDITURES				
Certificated Salaries	1000-1999	\$ 83,047,372	\$ 2,039,772	\$ 85,087,144
Classified Salaries	2000-2999	\$ 27,945,446	\$ -	\$ 27,945,446
Employee Benefits	3000-3999	\$ 90,881,207	\$ 407,340	\$ 91,288,547
Books and Supplies	4000-4999	\$ 26,096,999	\$ -	\$ 26,096,999
Services and Other Operating Expenditures	5000-5999	\$ 59,100,121	\$ -	\$ 59,100,121
Capital Outlay	6000-6999	\$ 1,127,486	\$ -	\$ 1,127,486
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ 300,000	\$ -	\$ 300,000
Transfers of Indirect Costs	7300-7399	\$ 7,934,303	\$ -	\$ 7,934,303
TOTAL EXPENDITURES		\$ 296,432,934	\$ 2,447,112	\$ 298,880,046
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -
Contributions	8980-8999	\$ 128,495,047	\$ 2,043,366	\$ 130,538,413
OPERATING SURPLUS (DEFICIT)*		\$ 2,311,346	\$ (403,746)	\$ 1,907,600
BEGINNING FUND BALANCE				
Audit Adjustments/Other Restatements	9793/9795	\$ -	\$ -	\$ -
ENDING FUND BALANCE		\$ 33,620,382	\$ (403,746)	\$ 33,216,636
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable	9711-9719	\$ -	\$ -	\$ -
Restricted	9740	\$ 33,620,382	\$ (403,746)	\$ 33,216,636
Committed	9750-9760	\$ -	\$ -	\$ -
Assigned Amounts	9780	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties	9789	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ -	\$ -	\$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Long Beach Unified School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**Combined General Fund**

Bargaining Unit: Teachers Association of Long Beach K-12 and CDC/Head Start

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 2nd Interim)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
LCFF Revenue	8010-8099	\$ 728,442,309	\$ -	\$ 728,442,309
Federal Revenue	8100-8299	\$ 60,481,009	\$ -	\$ 60,481,009
Other State Revenue	8300-8599	\$ 133,721,700	\$ -	\$ 133,721,700
Other Local Revenue	8600-8799	\$ 27,154,378	\$ -	\$ 27,154,378
TOTAL REVENUES		\$ 949,799,396	\$ -	\$ 949,799,396
EXPENDITURES				
Certificated Salaries	1000-1999	\$ 391,184,787	\$ 9,847,554	\$ 401,032,341
Classified Salaries	2000-2999	\$ 118,799,809	\$ -	\$ 118,799,809
Employee Benefits	3000-3999	\$ 254,968,676	\$ 1,966,551	\$ 256,935,227
Books and Supplies	4000-4999	\$ 45,948,859	\$ -	\$ 45,948,859
Services and Other Operating Expenditures	5000-5999	\$ 103,728,878	\$ -	\$ 103,728,878
Capital Outlay	6000-6999	\$ 7,982,946	\$ -	\$ 7,982,946
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ 365,000	\$ -	\$ 365,000
Transfers of Indirect Costs	7300-7399	\$ (1,214,148)	\$ -	\$ (1,214,148)
TOTAL EXPENDITURES		\$ 921,764,807	\$ 11,814,105	\$ 933,578,912
OTHER FINANCING SOURCES/USES				
Transfer In and Other Sources	8900-8979	\$ 9,180,411	\$ -	\$ 9,180,411
Transfers Out and Other Uses	7600-7699	\$ 6,458,425	\$ -	\$ 6,458,425
Contributions	8980-8999	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ 30,756,575	\$ (11,814,105)	\$ 18,942,470
BEGINNING FUND BALANCE				
	9791	\$ 219,251,943		\$ 219,251,943
Audit Adjustments/Other Restatements	9793/9795	\$ -		\$ -
ENDING FUND BALANCE		\$ 250,008,518	\$ (11,814,105)	\$ 238,194,413
COMPONENTS OF ENDING FUND				
Nonspendable	9711-9719	\$ 1,796,900	\$ -	\$ 1,796,900
Restricted	9740	\$ 33,620,382	\$ (403,746)	\$ 33,216,636
Committed	9750-9760	\$ 70,800,000	\$ -	\$ 70,800,000
Assigned	9780	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties	9789	\$ 18,564,465	\$ 236,282	\$ 18,800,747
Unassigned/Unappropriated Amount	9790	\$ 125,226,771	\$ (11,646,641)	\$ 113,580,130

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Long Beach Unified School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**Fund 11 - Adult Education Fund**

Bargaining Unit: Teachers Association of Long Beach K-12 and CDC/Head Start

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 2nd Interim)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
Federal Revenue 8100-8299	\$ 210,365		\$ -	\$ 210,365
Other State Revenue 8300-8599	\$ 1,296,278		\$ -	\$ 1,296,278
Other Local Revenue 8600-8799	\$ 159,260		\$ -	\$ 159,260
TOTAL REVENUES	\$ 1,665,903		\$ -	\$ 1,665,903
EXPENDITURES				
Certificated Salaries 1000-1999	\$ 929,596	\$ 14,729	\$ -	\$ 944,325
Classified Salaries 2000-2999	\$ 273,008	\$ -	\$ -	\$ 273,008
Employee Benefits 3000-3999	\$ 575,214	\$ 2,941	\$ -	\$ 578,155
Books and Supplies 4000-4999	\$ 34,891		\$ -	\$ 34,891
Services and Other Operating Expenditures 5000-5999	\$ 98,192		\$ -	\$ 98,192
Capital Outlay 6000-6999	\$ -		\$ -	\$ -
Other Outgo (excluding Indirect Costs) 7100-7299	\$ -		\$ -	\$ -
7400-7499				
Transfers of Indirect Costs 7300-7399	\$ 55,002		\$ -	\$ 55,002
TOTAL EXPENDITURES	\$ 1,965,903	\$ 17,670	\$ -	\$ 1,983,573
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ (300,000)	\$ (17,670)	\$ -	\$ (317,670)
BEGINNING FUND BALANCE 9791	\$ 538,695			\$ 538,695
Audit Adjustments/Other Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ 238,695	\$ (17,670)	\$ -	\$ 221,025
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted 9740	\$ 238,695	\$ (17,670)	\$ -	\$ 221,025
Committed 9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned 9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ -	\$ -	\$ -	\$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positiveLos Angeles County Office of Education
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Long Beach Unified School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**Fund 12 - Child Development Fund**

Bargaining Unit: Teachers Association of Long Beach K-12 and CDC/Head Start

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 2nd Interim)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
Federal Revenue	8100-8299	\$ 26,306,224	\$ -	\$ 26,306,224
Other State Revenue	8300-8599	\$ 8,129,663	\$ -	\$ 8,129,663
Other Local Revenue	8600-8799	\$ 1,890,967	\$ -	\$ 1,890,967
TOTAL REVENUES		\$ 36,326,854	\$ -	\$ 36,326,854
EXPENDITURES				
Certificated Salaries	1000-1999	\$ 13,487,821	\$ 352,837	\$ 13,840,658
Classified Salaries	2000-2999	\$ 5,638,582	\$ -	\$ 5,638,582
Employee Benefits	3000-3999	\$ 12,345,512	\$ 70,462	\$ 12,415,974
Books and Supplies	4000-4999	\$ 2,176,391	\$ -	\$ 2,176,391
Services and Other Operating Expenditures	5000-5999	\$ 1,396,271	\$ -	\$ 1,396,271
Capital Outlay	6000-6999	\$ 15,629	\$ -	\$ 15,629
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ -	\$ -	\$ -
Transfers of Indirect Costs	7300-7399	\$ 1,152,382	\$ -	\$ 1,152,382
TOTAL EXPENDITURES		\$ 36,212,588	\$ 423,299	\$ 36,635,887
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ 114,266	\$ (423,299)	\$ (309,033)
BEGINNING FUND BALANCE				
	9791	\$ 1,419,946		\$ 1,419,946
Audit Adjustments/Other Restatements	9793/9795	\$ -		\$ -
ENDING FUND BALANCE		\$ 1,534,212	\$ (423,299)	\$ 1,110,913
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable	9711-9719	\$ -	\$ -	\$ -
Restricted	9740	\$ 1,534,212	\$ (423,299)	\$ 1,110,913
Committed	9750-9760	\$ -	\$ -	\$ -
Assigned	9780	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties	9789	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ -	\$ -	\$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positiveLos Angeles County Office of Education
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Long Beach Unified School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**Fund 13/61 - Cafeteria Fund**

Bargaining Unit: Teachers Association of Long Beach K-12 and CDC/Head Start

Object Code		Column 1	Column 2	Column 3	Column 4
		Latest Board- Approved Budget Before Settlement (As of 2nd Interim)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES					
LCFF Revenue	8010-8099	\$ -		\$ -	\$ -
Federal Revenue	8100-8299	\$ 29,168,790		\$ -	\$ 29,168,790
Other State Revenue	8300-8599	\$ 1,878,982		\$ -	\$ 1,878,982
Other Local Revenue	8600-8799	\$ 4,744,014		\$ -	\$ 4,744,014
TOTAL REVENUES		\$ 35,791,786		\$ -	\$ 35,791,786
EXPENDITURES					
Certificated Salaries	1000-1999	\$ -	\$ -	\$ -	\$ -
Classified Salaries	2000-2999	\$ 14,743,762	\$ -	\$ -	\$ 14,743,762
Employee Benefits	3000-3999	\$ 7,823,079	\$ -	\$ -	\$ 7,823,079
Books and Supplies	4000-4999	\$ 12,394,734		\$ -	\$ 12,394,734
Services and Other Operating Expenditures	5000-5999	\$ 1,181,315		\$ -	\$ 1,181,315
Capital Outlay	6000-6999	\$ 215,018		\$ -	\$ 215,018
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ -		\$ -	\$ -
Transfers of Indirect Costs	7300-7399	\$ 6,764		\$ -	\$ 6,764
TOTAL EXPENDITURES		\$ 36,364,672	\$ -	\$ -	\$ 36,364,672
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ (572,886)	\$ -	\$ -	\$ (572,886)
BEGINNING FUND BALANCE					
	9791	\$ 2,511,527			\$ 2,511,527
Audit Adjustments/Other Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ 1,938,641	\$ -	\$ -	\$ 1,938,641
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted	9740	\$ 1,938,641	\$ -	\$ -	\$ 1,938,641
Committed	9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned	9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties	9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ -	\$ -	\$ -	\$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Los Angeles County Office of Education

Business Advisory Services

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Long Beach Unified School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Enter Fund: **Fund 21/22 Building Fund**Bargaining Unit: **Teachers Association of Long Beach K-12 and CDC/Head Start**

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 2nd Interim)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
Federal Revenue 8100-8299	\$ -		\$ -	\$ -
Other State Revenue 8300-8599	\$ -		\$ -	\$ -
Other Local Revenues 8600-8799	\$ 3,000,000		\$ -	\$ 3,000,000
TOTAL REVENUES	\$ 3,000,000		\$ -	\$ 3,000,000
EXPENDITURES				
Certificated Salaries 1000-1999	\$ -	\$ -	\$ -	\$ -
Classified Salaries 2000-2999	\$ 2,324,694	\$ -	\$ -	\$ 2,324,694
Employee Benefits 3000-3999	\$ 1,163,906	\$ -	\$ -	\$ 1,163,906
Books and Supplies 4000-4999	\$ 20,000,000		\$ -	\$ 20,000,000
Services and Other Operating Expenditures 5000-5999	\$ 12,000,000		\$ -	\$ 12,000,000
Capital Outlay 6000-6999	\$ 228,255,700		\$ -	\$ 228,255,700
Other Outgo (excluding Indirect Costs) 7100-7299	\$ -		\$ -	\$ -
7400-7499				
Transfers of Indirect Costs 7300-7399	\$ -		\$ -	\$ -
TOTAL EXPENDITURES	\$ 263,744,300	\$ -	\$ -	\$ 263,744,300
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ (260,744,300)	\$ -	\$ -	\$ (260,744,300)
BEGINNING FUND BALANCE 9791	\$ 339,131,531			\$ 339,131,531
Audit Adjustments/Other Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ 78,387,231	\$ -	\$ -	\$ 78,387,231
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted 9740	\$ 78,387,231	\$ -	\$ -	\$ 78,387,231
Committed 9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned 9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ -	\$ -	\$ -	\$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

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Long Beach Unified School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Enter Fund: **Fund 67 Self-Insurance Fund**
 Bargaining Unit: **Teachers Association of Long Beach K-12 and CDC/Head Start**

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 2nd Interim)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
Federal Revenue 8100-8299	\$ -		\$ -	\$ -
Other State Revenue 8300-8599	\$ -		\$ -	\$ -
Other Local Revenue 8600-8799	\$ 78,103,328		\$ -	\$ 78,103,328
TOTAL REVENUES	\$ 78,103,328		\$ -	\$ 78,103,328
EXPENDITURES				
Certificated Salaries 1000-1999	\$ -	\$ -	\$ -	\$ -
Classified Salaries 2000-2999	\$ 269,606	\$ -	\$ -	\$ 269,606
Employee Benefits 3000-3999	\$ 136,561	\$ -	\$ -	\$ 136,561
Books and Supplies 4000-4999	\$ 25,300		\$ -	\$ 25,300
Services and Other Operating Expenditures 5000-5999	\$ 74,965,261		\$ -	\$ 74,965,261
Capital Outlay 6000-6999	\$ -		\$ -	\$ -
Other Outgo (excluding Indirect Costs) 7100-7299	\$ -		\$ -	\$ -
7400-7499				
Transfers of Indirect Costs 7300-7399	\$ -		\$ -	\$ -
TOTAL EXPENDITURES	\$ 75,396,728	\$ -	\$ -	\$ 75,396,728
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979	\$ 4,000,000	\$ -	\$ -	\$ 4,000,000
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ 6,706,600	\$ -	\$ -	\$ 6,706,600
BEGINNING FUND BALANCE				
9791	\$ 36,727,740			\$ 36,727,740
Audit Adjustments/Other Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ 43,434,340	\$ -	\$ -	\$ 43,434,340
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted 9740	\$ 43,434,340	\$ -	\$ -	\$ 43,434,340
Committed 9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned 9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ -	\$ -	\$ -	\$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Los Angeles County Office of Education
 Business Advisory Services
 Revised 07/03/18

Long Beach Unified School District
 Teachers Association of Long Beach K-12 and CDC/Head Start

Explanations for Column 3 "Other Revisions" entered on Pages 4a through 4h:

Page 4a: Unrestricted General Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4b: Restricted General Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4d: Fund 11 - Adult Education Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4e: Fund 12 - Child Development Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4f: Fund 13/61 - Cafeteria Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4g: Other	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4h: Other	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Additional Comments:

[This area contains a large, dense grid of small text, likely representing a table of additional comments or a data grid that is mostly illegible due to the resolution of the scan.]

Long Beach Unified School District

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Unrestricted General Fund MYP

Bargaining Unit: Teachers Association of Long Beach K-12 and CDC/Head Start

Object Code	2018-19	2019-20	2020-21
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue 8010-8099	\$ 728,442,309	\$ 739,496,603	\$ 743,170,307
Federal Revenue 8100-8299	\$ 1,749,063	\$ -	\$ -
Other State Revenue 8300-8599	\$ 27,227,874	\$ 13,871,107	\$ 13,774,977
Other Local Revenue 8600-8799	\$ 22,130,917	\$ 13,233,841	\$ 12,340,465
TOTAL REVENUES	\$ 779,550,163	\$ 766,601,551	\$ 769,285,749
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 315,945,197	\$ 315,083,227	\$ 314,841,257
Classified Salaries 2000-2999	\$ 90,854,363	\$ 91,308,635	\$ 91,765,178
Employee Benefits 3000-3999	\$ 165,646,680	\$ 173,443,310	\$ 183,151,791
Books and Supplies 4000-4999	\$ 19,851,860	\$ 18,926,895	\$ 18,926,895
Services and Other Operating Expenditures 5000-5999	\$ 44,628,757	\$ 45,374,325	\$ 45,493,481
Capital Outlay 6000-6999	\$ 6,855,460	\$ 412,126	\$ 412,126
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ 65,000	\$ 65,000	\$ 65,000
Transfers of Indirect Costs 7300-7399	\$ (9,148,451)	\$ (9,037,677)	\$ (9,237,677)
Other Adjustments			\$ -
TOTAL EXPENDITURES	\$ 634,698,866	\$ 635,575,841	\$ 645,418,051
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources 8900-8979	\$ 9,180,411	\$ 7,144,560	\$ -
Transfers Out and Other Uses 7600-7699	\$ 6,458,425	\$ 4,000,000	\$ 4,000,000
Contributions 8980-8999	\$ (130,538,413)	\$ (133,709,333)	\$ (137,494,401)
OPERATING SURPLUS (DEFICIT)*	\$ 17,034,870	\$ 460,937	\$ (17,626,703)
BEGINNING FUND BALANCE			
9791	\$ 187,942,907	\$ 204,977,777	\$ 205,438,714
Audit Adjustments/Other Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 204,977,777	\$ 205,438,714	\$ 187,812,011
COMPONENTS OF ENDING FUND BALANCE:			
Nonspendable 9711-9719	\$ 1,796,900	\$ 1,796,900	\$ 1,796,900
Restricted 9740			
Committed 9750-9760	\$ 70,800,000	\$ 61,400,000	\$ 52,100,000
Assigned 9780	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ 18,800,747	\$ 18,658,226	\$ 18,991,516
Unassigned/Unappropriated Amount 9790	\$ 113,580,130	\$ 123,583,588	\$ 114,923,595

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

Long Beach Unified School District

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Restricted General Fund MYP

Bargaining Unit: Teachers Association of Long Beach K-12 and CDC/Head Start

Object Code	2018-19	2019-20	2020-21
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue 8010-8099	\$ -	\$ -	\$ -
Federal Revenue 8100-8299	\$ 58,731,946	\$ 58,075,367	\$ 58,759,629
Other State Revenue 8300-8599	\$ 106,493,826	\$ 97,751,878	\$ 100,991,458
Other Local Revenue 8600-8799	\$ 5,023,461	\$ 3,589,343	\$ 3,605,519
TOTAL REVENUES	\$ 170,249,233	\$ 159,416,588	\$ 163,356,606
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 85,087,144	\$ 84,760,047	\$ 85,586,909
Classified Salaries 2000-2999	\$ 27,945,446	\$ 27,812,799	\$ 27,938,218
Employee Benefits 3000-3999	\$ 91,288,547	\$ 91,558,119	\$ 104,840,617
Books and Supplies 4000-4999	\$ 26,096,999	\$ 23,896,687	\$ 19,231,416
Services and Other Operating Expenditures 5000-5999	\$ 59,100,121	\$ 56,855,877	\$ 54,179,855
Capital Outlay 6000-6999	\$ 1,127,486	\$ 220,506	\$ 220,506
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ 300,000	\$ 300,000	\$ 300,000
Transfers of Indirect Costs 7300-7399	\$ 7,934,303	\$ 7,931,418	\$ 7,860,230
Other Adjustments		\$ -	\$ -
TOTAL EXPENDITURES	\$ 298,880,046	\$ 293,335,453	\$ 300,157,751
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -
Contributions 8980-8999	\$ 130,538,413	\$ 133,709,333	\$ 137,494,401
OPERATING SURPLUS (DEFICIT)*	\$ 1,907,600	\$ (209,532)	\$ 693,256
BEGINNING FUND BALANCE			
9791	\$ 31,309,036	\$ 33,216,636	\$ 33,007,104
Audit Adjustments/Other Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 33,216,636	\$ 33,007,104	\$ 33,700,360
COMPONENTS OF ENDING FUND BALANCE:			
Nonspendable 9711-9719	\$ -	\$ -	\$ -
Restricted 9740	\$ 33,216,636	\$ 33,007,104	\$ 33,700,360
Committed 9750-9760			
Assigned 9780			
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ -	\$ -	\$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

Long Beach Unified School District

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS**Combined General Fund MYP**

Bargaining Unit: Teachers Association of Long Beach K-12 and CDC/Head Start

Object Code	2018-19	2019-20	2020-21
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue 8010-8099	\$ 728,442,309	\$ 739,496,603	\$ 743,170,307
Federal Revenue 8100-8299	\$ 60,481,009	\$ 58,075,367	\$ 58,759,629
Other State Revenue 8300-8599	\$ 133,721,700	\$ 111,622,985	\$ 114,766,435
Other Local Revenue 8600-8799	\$ 27,154,378	\$ 16,823,184	\$ 15,945,984
TOTAL REVENUES	\$ 949,799,396	\$ 926,018,139	\$ 932,642,355
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 401,032,341	\$ 399,843,274	\$ 400,428,166
Classified Salaries 2000-2999	\$ 118,799,809	\$ 119,121,434	\$ 119,703,396
Employee Benefits 3000-3999	\$ 256,935,227	\$ 265,001,429	\$ 287,992,408
Books and Supplies 4000-4999	\$ 45,948,859	\$ 42,823,582	\$ 38,158,311
Services and Other Operating Expenditures 5000-5999	\$ 103,728,878	\$ 102,230,202	\$ 99,673,336
Capital Outlay 6000-6999	\$ 7,982,946	\$ 632,632	\$ 632,632
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ 365,000	\$ 365,000	\$ 365,000
Transfers of Indirect Costs 7300-7399	\$ (1,214,148)	\$ (1,106,259)	\$ (1,377,447)
Other Adjustments		\$ -	\$ -
TOTAL EXPENDITURES	\$ 933,578,912	\$ 928,911,294	\$ 945,575,802
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources 8900-8979	\$ 9,180,411	\$ 7,144,560	\$ -
Transfers Out and Other Uses 7600-7699	\$ 6,458,425	\$ 4,000,000	\$ 4,000,000
Contributions 8980-8999	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ 18,942,470	\$ 251,405	\$ (16,933,447)
BEGINNING FUND BALANCE			
9791	\$ 219,251,943	\$ 238,194,413	\$ 238,445,818
Audit Adjustments/Other Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 238,194,413	\$ 238,445,818	\$ 221,512,371
COMPONENTS OF ENDING FUND BALANCE:			
Nonspendable 9711-9719	\$ 1,796,900	\$ 1,796,900	\$ 1,796,900
Restricted 9740	\$ 33,216,636	\$ 33,007,104	\$ 33,700,360
Committed 9750-9760	\$ 70,800,000	\$ 61,400,000	\$ 52,100,000
Assigned 9780	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ 18,800,747	\$ 18,658,226	\$ 18,991,516
Unassigned/Unappropriated Amount 9790	\$ 113,580,130	\$ 123,583,588	\$ 114,923,595

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

Los Angeles County Office of Education

Business Advisory Services

Revised 07/03/18

Long Beach Unified School District
 Teachers Association of Long Beach K-12 and CDC/Head Start

I. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

		2018-19	2019-20	2020-21
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 940,037,337	\$ 932,911,294	\$ 949,575,802
b.	Less: Special Education Pass-Through Funds	\$ -	\$ -	\$ -
c.	Net Expenditures, Transfers Out, and Uses	\$ 940,037,337	\$ 932,911,294	\$ 949,575,802
d.	State Standard Minimum Reserve Percentage for this District Enter percentage →	2.00%	2.00%	2.00%
e.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b, or \$50,000)	\$ 18,800,747	\$ 18,658,226	\$ 18,991,516

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9789)	\$ 18,800,747	\$ 18,658,226	\$ 18,991,516
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	\$ 113,580,130	\$ 123,583,588	\$ 114,923,595
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9789)	\$ -	\$ -	\$ -
d.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	\$ -	\$ -	\$ -
e.	Total Available Reserves	\$ 132,380,877	\$ 142,241,814	\$ 133,915,111
f.	Reserve for Economic Uncertainties Percentage	14.08%	15.25%	14.10%

3. Do unrestricted reserves meet the state minimum reserve amount?

2018-19	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2019-20	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2020-21	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

4. If no, how do you plan to restore your reserves?

Long Beach Unified School District
 Teachers Association of Long Beach K-12 and CDC/Head Start

5. Does the Total Compensation Increase/(Decrease) on Page 1, Section A, #5 agree with the Total Increase/(Decrease) for all funds as a result of the settlement(s)? Please explain any variance.

Total Compensation Increase/(Decrease) on Page 1, Section A, #5	\$ 12,255,075
General Fund balance Increase/(Decrease), Page 4c, Column 2	\$ (11,814,105)
Adult Education Fund balance Increase/(Decrease), Page 4d, Column 2	\$ (17,670)
Child Development Fund balance Increase/(Decrease), Page 4e, Column 2	\$ (423,299)
Cafeteria Fund balance Increase/(Decrease), Page 4f, Column 2	\$ -
Other Fund balance Increase/(Decrease), Page 4g, Column 2	\$ -
Other Fund balance Increase/(Decrease), Page 4h, Column 2	\$ -
Total all fund balances Increase/(Decrease) as a result of the settlement(s)	\$ (12,255,074)

Variance \$ 1

Variance Explanation:

Rounding

6. Will this agreement create or increase deficit financing in the current or subsequent years?

"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If a deficit is shown below, provide an explanation and any deficit reduction plan, as necessary.

General Fund Combined	Surplus/ (Deficit)	(Deficit) %	Deficit primarily due to:
Current FY Surplus/(Deficit) before settlement(s)?	\$ 30,756,575	3.3%	
Current FY Surplus/(Deficit) after settlement(s)?	\$ 18,942,470	2.0%	
1st Subsequent FY Surplus/(Deficit) after settlement(s)?	\$ 251,405	0.0%	
2nd Subsequent FY Surplus/(Deficit) after settlement(s)?	\$(16,933,447)	(1.8%)	Negotiated Salary Increases

Deficit Reduction Plan (as necessary):

Reserve levels will be reduced. District will need to adjust spending levels in conjunction with any other changes necessary.

7. Were "Other Adjustments" amount(s) entered in the multiyear projections (pages 5a and 5b) for 1st and 2nd Subsequent FY?

"Other Adjustments" could indicate that a budget reduction plan was/is being developed to address deficit spending, and to rebuild reserves. Any amount shown below must have an explanation. If additional space is needed, attach a separate sheet, or use page 9a.

MYP	Amount	"Other Adjustments" Explanation
1st Subsequent FY Unrestricted, Page 5a	\$ -	
1st Subsequent FY Restricted, Page 5b	\$ -	
2nd Subsequent FY Unrestricted, Page 5a	\$ -	
2nd Subsequent FY Restricted, Page 5b	\$ -	

Teachers Association of Long Beach K-12 and CDC/Head Start

J. COMPARISON OF PROPOSED CHANGE IN TOTAL COMPENSATION TO CHANGE IN LCFF FUNDING FOR THE NEGOTIATED PERIOD

The purpose of this form is to determine if the district has entered into bargaining agreements that would result in salary increases that are expected to exceed the projected increase in LCFF funding.

(fill out columns for which there is an agreement)

	Prior Year	2018-19	2019-20	2020-21
a. LCFF Funding per ADA	9,572,200	10,253,750		
b. Amount Change from Prior Year Funding per ADA	681.55	-	-	-
c. Percentage Change from Prior Year Funding per ADA	7.12%	0.00%	0.00%	0.00%
d. Total Compensation Amount Change (from Page 1, Section A, Line 5)	12,255,075.00	-	-	-
e. Total Compensation Percentage Change (from Page 1, Section A, Line 5)	2.54%	0.00%	0.00%	0.00%
f. Proposed agreement is within/exceeds change in LCFF Funding (f vs. e)	Within	-	-	-

K. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF THE COLLECTIVE BARGAINING AGREEMENT

This certification page must be signed by the district's Superintendent and Chief Business Official at the time of public disclosure and is intended to assist the district's Governing Board in determining whether the district can meet the costs incurred under the tentative Collective Bargaining Agreement in the current and subsequent years. The absence of a certification signature or if "I am unable to certify" is checked should serve as a "red flag" to the district's Governing Board.

In accordance with the requirements of Government Code Sections 3540.2 and 3547.5, the Superintendent and Chief Business Official of the Long Beach Unified School District, hereby certify that the District can meet the costs incurred under this Collective Bargaining Agreement during the term of the agreement from July 1, 2018 to June 30, 2019.

Board Actions

The board actions necessary to meet the cost of the agreement in each year of its term are as follows:

Current Year

Budget Adjustment Categories:

Revenues/Other Financing Sources
 Expenditures/Other Financing Uses
 Ending Balance(s) Increase/(Decrease)

Budget Adjustment Increase/(Decrease)	
\$	-
\$	12,255,074
\$	(12,255,074)

Subsequent Years

Budget Adjustment Categories:

Revenues/Other Financing Sources
 Expenditures/Other Financing Uses
 Ending Balance(s) Increase/(Decrease)

Budget Adjustment Increase/(Decrease)	
\$	-
\$	-
\$	-

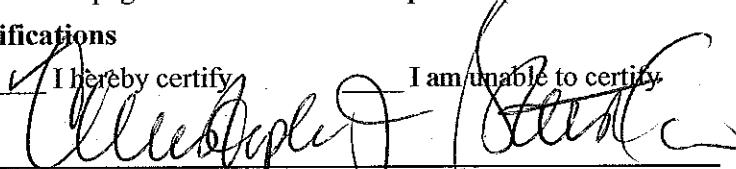
Budget Revisions

If the district does not adopt and submit within 45 days all of the revisions to its budget needed in the current year to meet the costs of the agreement at the time of the approval of the proposed collective bargaining agreement, the county superintendent of schools is required to issue a qualified or negative certification for the district on its next interim report.

Assumptions

See attached page for a list of the assumptions upon which this certification is based.

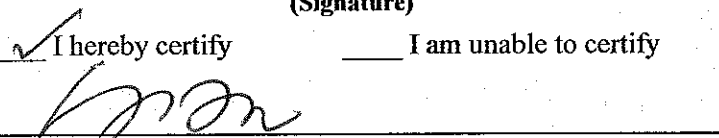
Certifications

I hereby certify I am unable to certify


 District Superintendent
 (Signature)

3/15/19

 Date

I hereby certify I am unable to certify


 Chief Business Official
 (Signature)

3/10/19

 Date

Special Note: The Los Angeles County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.

Long Beach Unified School District

Teachers Association of Long Beach K-12 and CDC/Head Start

Assumptions and Explanations (enter or attach documentation)

The assumptions upon which this certification is made are as follows:

[Lined area for assumptions and explanations]

Concerns regarding affordability of agreement in subsequent years (if any):

[Lined area for concerns regarding affordability of agreement]

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E. **ORGANIZATIONAL SECURITY:**

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

~~2. **Agency Fee Provisions.** Any unit member who is not a member of the Teachers Association of Long Beach, CTA-NEA shall, within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, either become a member of the Association or pay to the Association a fee in an amount equal to standard initiation fees, unified membership dues and general assessments. Such fee is payable to the Association in one lump sum cash payment or the unit member may authorize payroll deduction for such fee in the same manner as provided in paragraph 1. of this Section. In the event that a unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction, the Association shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in Education Code, Section 45061 and in the same manner as set forth in Section E.1. of this Article. There shall be no charge to the Association for such mandatory agency fee deductions.~~

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

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

1 4. **Religious Objections.** ~~Any unit member who is a member of a religious~~
2 ~~body whose traditional tenets or teachings include objections to joining or~~
3 ~~financially supporting employee organizations shall not be required to join or~~
4 ~~financially support the Teachers Association of Long Beach, CTA NEA, as~~
5 ~~a condition of employment. Such unit member shall pay, in lieu of a service~~
6 ~~fee, a sum equal to such agency fee to one of the following non-religious,~~
7 ~~non-labor organizations, charitable funds exempt from taxation under Section~~
8 ~~501 (c) (3) of Title 26 of the Internal Revenue Code:~~

- 9
- 10 Children's Clinic of Miller Children's Hospital
- 11 — at Memorial Medical Center
- 12 Family Service of Long Beach
- 13 PTA Student Assistance Fund
- 14 TALB Scholarship Foundation
- 15 Tichenor Orthopedic Clinic for Children
- 16 Foundation to Assist California Teachers
- 17 Long Beach Education Foundation
- 18

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

20

21 ~~Proof of payment and a written statement of objection along with verifiable~~
22 ~~evidence of membership in a religious body whose traditional tenets or~~
23 ~~teachings object to joining or financially supporting employee organizations,~~
24 ~~pursuant to this Section, shall be made on an annual basis to the Association~~
25 ~~and District as a condition of continued exemption from the provisions of~~
26 ~~Sections 1. and 3. above. Proof of payment shall be in the form of receipts~~
27 ~~and/or canceled checks indicating the amount paid, date of payment, and to~~
28 ~~whom payment in lieu of the agency fee has been made. No in-kind services~~
29 ~~or benefits may be received by the unit member in exchange for this~~
30 ~~contribution. Such proof shall be presented on or before November 1 of each~~
31 ~~school year. Any unit member making payments as set forth in this Section~~
32 ~~who requests that the grievance or arbitration provisions of this Agreement be~~
33 ~~used in his or her behalf, shall be responsible for payment to the Association~~
34 ~~the reasonable cost of using said grievance or arbitration procedures.~~

35

36 5. **Maintenance of Membership.** ~~Any unit member who, following~~
37 ~~notification by TALB of this provision, is a member of the Association on~~
38 ~~or after thirty (30) calendar days following ratification of this Agreement,~~
39 ~~shall maintain such membership through the date of expiration of this~~
40 ~~Agreement. The District will continue to deduct Association membership~~
41 ~~dues as specified by TALB throughout this period.~~

42

43 F. **DISTRICT DIRECTORY.** The District agrees to provide the Association with
44 **eight (8) copies a digital copy** of a District directory (names, addresses, phone
45 numbers) when such a directory is published. The Association agrees to use such
46 information for internal organization purposes only and not to disclose it to any

1 third parties. Additional support service staff schedules and budget publications
2 shall be made available to the Association.

3
4 **I LEAVE OF ABSENCE FOR ASSOCIATION PRESIDENT.** Upon annual
5 written application, the Association president shall be granted a full-time leave of
6 absence to conduct Association business. Following the District's payments to the
7 employee for such leave of absence, the District shall be reimbursed by the
8 employee organization of which the employee is an elected officer for all
9 compensation paid and for all sick leave granted to the employee because of such
10 leave. Reimbursement by the employee organization shall be made within ten (10)
11 days after its receipt of the District's certification of compensation and sick leave.

12 Upon return from leave to conduct Association business, the Association president
13 **shall be assigned to his/her previous classroom position at**, will be provided the
14 ~~opportunity to return to the site assigned prior to the commencement of~~ **the** leave if
15 ~~a vacancy in the appropriate credential area exists at that site.~~

16
17 **J. ASSOCIATION LEAVE:**

18 1. The District will grant to the bargaining unit as a whole a total of two hundred **fifty**
19 ~~(200)~~ **(250)** days per fiscal year (July 1-June 30) of released time for unit members
20 to attend workshops, conferences, or other activities sponsored by the Association
21 as identified by H.1 and H.2. The TALB president or his/her designee shall submit
22 in writing the information and the names of unit members who are authorized to
23 use the association leave days to Employee Relations Services prior to an
24 employee's application for the released time. Written application for approval for
25 such released time must be submitted by the employee on the appropriate District
26 form to the site manager at least five (5) working days prior to the anticipated
27 absence.

28 29 **ARTICLE V - DAYS AND HOURS**

30
31 **A. WORKDAY:**

32 2. In the elementary schools, teachers shall report for duty and check their
33 mailboxes **and email** not later than fifteen (15) minutes before the opening of
34 class except when assigned before school duties. Teachers shall remain until
35 after the close of the last scheduled class of the day for Grades 4 and 5, unless
36 they have an after school duty, are excused earlier or are requested to remain by
37 the principal. On Fridays, teachers may leave the building immediately upon
38 the close of the regular school day for pupils, (afternoon kindergarten teachers
39 may arrive at school fifteen (15) minutes later than the start of their regular duty
40 day), except that if District meetings are scheduled on Friday another "early
41 day" may be designated. Teachers of kindergarten and the first three grades
42 remain on duty as long as teachers of the fourth and fifth grades, unless excused
43 earlier by the principal. All kindergarten teachers (including those without team
44 partners) shall meet their classes for 200 minutes each day and work two hours
45 beyond such time either with their class or in other classrooms at teacher

1 discretion in collaboration with the site administrator. Note: Unless and until
2 negotiated otherwise, the extended or full day kindergarten will remain
3 voluntary, but no contractual waiver is required.
4

5 **6.** Modification in the students' schedule shall have no effect on the unit member's
6 workday as described above, except for Back-to-School Night in the fall and
7 Open House **during one night of Public Schools Week** in the spring. Additional
8 exceptions may be approved by the appropriate assistant/deputy superintendent
9

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

25 Efforts will be made to assign non-bargaining unit employees to provide
26 replacement service. If a bargaining unit member who has been asked to provide
27 replacement service is relieved by such an employee within the first twenty (20)
28 minutes of service, the bargaining unit member will be credited with thirty (30)
29 minutes of coverage. If the coverage time is in excess of ~~twenty (20) minutes~~
30 **thirty (30) minutes**, the employee shall be provided with one (1) hour of credit
31 for replacement service.
32

33 **12.** **At Alternative Education Sites not operating on a traditional on-site**
34 **workday, it is agreed that the professional duties of employees require**
35 **both on-site and off-site hours of work, that the varying nature of such**
36 **professional duties may not lend itself to a total maximum daily work**
37 **time of definite or uniform length, and that such duties are normally**
38 **expected to involve no fewer than six (6) hours at the site except on staff**
39 **minimum days and no fewer than eight (8) hours of total effort each**
40 **workday for both classroom and non-classroom employees.**
41

42 **13.** **Instructional Day**
43 **e.** **~~In year round schools, the number of minimum days established in~~**
44 **~~1987-1988 shall be at least maintained in subsequent years with~~**
45 **~~utilization determined at the site except for contractually identified~~**
46 **~~minimum days.~~**

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18. Speech Language Pathologists

It is agreed that the professional duties of employees require both on-site and off-site hours of work, that the varying nature of such professional duties may not lend itself to a total maximum daily work time of definite or uniform length, and that such duties are normally expected to involve no fewer than eight (8) hours of total effort each workday for both classroom and non classroom employees.

The Preschool SLP caseload shall be as stipulated in Education Code 56441.7. The District and the Association will review caseloads four (4) times per school year.

B. **WORK YEAR:**

1. **Teachers** (including nurses, teachers on special assignment, and librarians):

a. **Traditional Schedule.** The assigned work year shall be from the first day of the fall semester to the last day of the spring semester, inclusive. The school year encompasses ~~ten and two-tenths (10.2)~~ **(10.5)** pay periods totaling two hundred and four (204) assigned days (one hundred eighty-two [182] actual duty days), dates which are specified in the calendars (see Appendix A). It is further agreed that in the middle and senior high schools two shortened days for pupils will be scheduled at times to be approved by the appropriate assistant/deputy superintendent.

The first and last days of the work year for all bargaining unit employees shall be pupil free. All bargaining unit employees will have no fewer than four (4) hours on each of these days to prepare for the starting and closing of school.

~~b. **Year-Round Schedule.** The assigned work year shall be one hundred eighty two (182) actual duty days, as assigned from July 1 through June 30, with compensation prorated over the number of pay periods occurring from July 1 through June 30.~~

~~The first and last days of the teacher work year for all bargaining unit employees shall be pupil free. All bargaining unit employees will have no fewer than four (4) hours on each of these days to prepare for the starting and closing of school.~~

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2. **Program Facilitators:**

- a. **Traditional Schedule.** The assigned work year shall encompass two hundred twelve (212) assigned days (one hundred eighty-eight [188] actual days), dates for which are specified in the calendars (see Appendix A).
- b. **Year-Round Schedule.** The assigned work year shall be one hundred eighty-eight (188) actual duty days, as assigned from July 1 through June 30, with compensation prorated over the number of pay periods occurring from July 1 through June 30.

6. **Summer School and Intersession Programs.** Teachers elected to provide additional service during summer school on traditional calendar or intersession programs on year-round calendars will be compensated per Salary Schedule P.

Note: Any changes in leave provisions or other benefits as a result of the collective bargaining process will apply equally to summer school and intersession program teachers.

All eligible employees will have an opportunity to apply to teach during intersession or summer school. All employees whose most recent final evaluation is ~~satisfactory~~ **effective** in all areas directly related to classroom instruction and student achievement are eligible for selection for summer school and intersession employment. Applicants will be selected based upon (a) the needs of the program to be offered and (b) when applicable, a system of rotation after having served three consecutive intersessions or summer school assignments if there are other qualified applicants. When the above considerations are substantially comparable, decisions shall be based upon length of service in the District.

7. **Intersession Substitute Service.** Employees assigned to year round schools are eligible to apply to substitute during their intersession/recess periods. All employees whose most recent final evaluation is satisfactory in all areas directly related to classroom instruction and student achievement are eligible.

~~When serving as a substitute teacher at any school other than the school to which they are regularly assigned, they shall be paid as per Salary Schedule N. When serving as a substitute teacher at the school to which they are regularly assigned, they shall be paid at the same daily rate as that earned by Home School substitutes.~~

8. **Outdoor Education Program.** To meet the needs of the Outdoor Education Program, adjustments may be made in calendared workdays. Any workdays beyond one hundred eighty-two (182) will be voluntary additional assignment.

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ARTICLE VI COMPENSATION

A. SALARIES:

7. Catalina Island Employees:

- a. Full-time employees who actually work and reside on Catalina Island shall receive a salary addition as provided in **the Certificated Non-Management Salary Schedule 4**. In addition, effective the first school day each year, Catalina Island employees shall receive a travel expense allowance. For **2015-16 2018-19**, the allowance is **\$1,015 1,098**. Each year thereafter, the allowance will be adjusted by the same percentage as the salaries of K-12 unit members. Employees working less than full time shall receive a share of the travel expense allowance proportionate to the time worked.
- b. Upon employee request, the District shall provide costs not to exceed **\$250 \$500** for moving possessions and an automobile to Catalina Island.

8. Camp School Teachers:

- ~~a. Outdoor Education employees shall be paid daily expenses at regular District rates when in Long Beach to substitute in regular schools.~~
- ~~b. Outdoor Education employees who are assigned occasionally to teach in Long Beach shall be reimbursed for one (1) round trip per week at the contract rate as per Section A.9. of this Article.~~
- ~~c. Outdoor Education employees who agree to work weekends shall be furnished housing and storage for the school year. Arrangements shall be determined by the director/ principal of the camp in consultation with the employees.~~
- ~~d. The District shall furnish, to employees returning to camp, storage facilities during vacation periods for personal belongings normally used at camp during the year.~~
- ~~e. Outdoor Education employees shall be allotted thirteen (13) meals per week at no cost to the employee when working at the Outdoor Education school.~~

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B. HEALTH AND WELFARE BENEFITS:

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

a. ~~January 1, 2016 through June 30, 2016 will be a “short” plan year (6 months).~~

6. **Health Insurance.**

b. **HMO Plan.**

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

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

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

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

(b) ~~Out-of-Network Provider—Through December 31, 2015, \$400/\$800 deductible; 40% co-insurance; \$3,000 individual/\$6,000 family per year out-of-pocket limit (in addition to deductible);~~ Effective January 1, 2016, \$500/\$1,000 deductible; 40% co-insurance; \$5,000 individual/\$10,000 family per year out-of-pocket limit (in addition to deductible).

11. **125 Plan- Flexible Spending Accounts.** Upon securing the appropriate government approval, the District will provide employees the opportunity to participate in a 125 Plan at no administrative cost to the employee. Attendance at informational meetings shall be voluntary.

C. DURATION OF BENEFITS:

D. **TUBERCULOSIS EXAMINATION.** Required examinations for tuberculosis shall be provided by the District at no cost to employees only if District-designated service providers are utilized. **The TB testing procedures has added a TB risk assessment questionnaire and, if risk**

1 factors are identified, the District shall require TB testing and
2 examination to determine the unit member is free of infectious
3 tuberculosis. The examination shall consist of an approved intradermal
4 tuberculin test (Mantoux), which, if positive, shall be followed by an x-ray of
5 the lungs.
6

7 ARTICLE VII Leaves of Absence

8 A. LEAVES OF ABSENCE (GENERAL):

9 6. Return From Leave of Absence:

- 10 a. Any employee returning within the same work year from sick leave,
11 bereavement leave, statutory leave, judicial leave, personal necessity
12 leave, or Family and Medical Leave Act (FMLA) or California
13 Family Rights Act (CFRA) shall return to the same position assigned
14 previous to the commencement of the leave.
15
16
17

18 B. LEAVES OF ABSENCE WITHOUT PAY:

- 19 g. **Child Care.** May be granted to either or both parents ~~only~~
20 immediately following ~~maternity/paternity paid parental~~ leave for
21 child bonding/child care **under Section C.10 of this Article,**
22 ~~including paid adoption leave under Section C.9 of this Article plus~~
23 **for** a period coterminous with a semester, a school year, or the
24 conclusion of an intersession, provided the employee notifies
25 Certificated Personnel at least three weeks prior to the beginning date
26 of the leave. A second consecutive year of **unpaid** childcare leave
27 may be granted **by the District** upon the request of the employee. ~~In~~
28 ~~the event of unforeseen circumstances of a serious nature related to~~
29 ~~family need the employee is eligible to apply for a leave of absence~~
30 ~~without pay under Section B.1.n of this Article.~~

- 31
32 l. **Teach in Another School District** ~~outside a radius of one hundred~~
33 ~~fifty (150) miles from the LBUSD (as measured from the~~
34 ~~administration offices).~~ **No more than twelve (12) (24) twenty four**
35 consecutive months nor more than one such leave in a seven (7) year
36 period.
37

- 38 m. **Family Medical Leave Act (FMLA)/ California Family Rights Act**
39 **(CFRA).** As provided for in statute; for example, to care for
40 him/herself, a child, parent, or spouse with a serious health condition.
41 Health care provider certification may be required. See employee
42 notification at work site for additional information.
43

44 **Eligible employees are entitled to twelve (12) workweeks of**
45 **FMLA/CFRA leave in (a fiscal year July 1-June 30) (a calendar**

1 ~~year) (a rolling year beginning on the first date leave is taken and~~
2 ~~counting forward from that date). See employee notification at~~
3 ~~work site for additional information.~~
4

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

10
11 C. **LEAVES OF ABSENCE WITH PAY:**
12

- 13 1. **Bereavement Leave.** Employees are entitled to leaves of absence, not to exceed
14 three (3) days (five [5] days if a funeral is attended out of state or more than two-
15 hundred [200] miles one way is traveled) as a result of the death of any member of
16 the immediate family. Bereavement leave is non-cumulative and shall be taken only
17 sequentially and immediately following the death of a member of the immediate
18 family. No deduction shall be made from the salary of the employee, nor shall the
19 leave be deducted from leave granted in other sections of this Article. Members of
20 the immediate family include mother, step-mother, father, step-father, grandmother,
21 grandfather, or grandchild of the employee or of the spouse of the employee **or**
22 **registered domestic partner**; and the spouse, son, son-in-law, daughter, daughter-
23 in-law, brother, brother-in-law, sister, sister-in-law, of the employee or of the spouse
24 of the employee; or any person having a principal place of residence in the immediate
25 household of the employee. Employees who take bereavement leave shall be
26 responsible for following all notification procedures as per Section A.5. of this
27 Article.

28
29 3. **Sick Leave:**
30

- 31 a. Sick leave entitlement shall be ~~received and~~ deducted ~~in the same~~
32 ~~manner~~ using the following procedures.

33 **Absent from work for the entire school day will be charged for**
34 **eight (8) hours of leave.**

35 **Absent for part of a school day will be charged in half-hour**
36 **increments only for the time, within their duty day, that they are**
37 **off site.**
38

39 For payroll computation:
40

41 .5 day = 4 hours leave
42 1.0 day = 8 hours leave
43 5.0 days = 40 hours leave
44 10.4 days = 81.60 hours leave
45 10.5 days = 84.00 hours leave
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b. For each school year of service every employee employed five (5) days a week (1.00 FTE) shall be entitled to the following leave of absence with full pay for illness or injury:

~~204 day employees: 10.4 days (81.60 hours)
212 day employees: 10.5 days (84.00 hours)~~

182 work day employees: 10.2 days (81.60 hours)

Sick leave may be deducted in one-half (1/2) hour increments.

c. An employee in less than a full-time assignment and/or employed for less than a full contract year shall receive and have sick leave deducted in direct proportion to the percentage of the assignment; e.g., an employee with a fifty (50) percent assignment shall earn ~~or have deducted .5 (four [4] hours) of sick leave~~ **fifty (50) percent of what a one (1.00) percent assignment shall earn.**

d. Full time unit members shall be entitled to use six (6) days of accrued and available sick leave each school year to attend to an illness of a child, parent, **parent in law**, spouse, ~~or~~ registered domestic partner, **grandparent, grandchild, or sibling** of the employee. This leave shall be prorated for part-time unit members

e. ~~One (1) hour of sick leave is granted for each eighteen (18) hours~~ **Sick leave accrues at a rate of .056044 for each hour** an employee has worked in an hourly assignment, including summer school and intersession assignments. Accumulated hourly sick leave may be used for absences in any hourly assignment, except that during the first and last week of summer school leave for compelling personal reasons will not be granted and teachers should expect to be required to provide doctor's verification of illness absences. Contract sick leave may not be used for absences in an hourly assignment. If an employee serving in a contract assignment has exhausted his/her contract sick leave, accumulated hourly sick leave may be used prior to statutory sick leave.

i. An employee's sick leave record is open to the employee's inspection upon request to the site payroll clerk. Sick leave accumulation shall be reported on each **quadriweekly pay period warrant.**

4. **Personal Necessity Leave:** (Use of Sick Leave for personal necessity.)

(5) **Paternalty. Once the employee has exhausted available personal necessity leave for paternalty leave for child bonding/child care as defined in Section C.10 of this Article, any remaining paternalty leave shall be subject to Section C.10.**

1 7. **Industrial Injury and Illness Leave:**

2
3 i. ~~An employee receiving benefits under the provision of this regulation may not~~
4 ~~leave the state of California without the authorization of the Board of Education.~~

5
6 8. **Pregnancy-Related Disability Leave.** A leave of absence for pregnancy-related
7 disability shall be granted for the period of time that the employee is ~~physically~~ unable
8 to perform the duties required of her position as certified by her personal physician ~~and~~
9 ~~approved by the district physician~~ **due to pregnancy, childbirth, or related medical**
10 **conditions.** Pregnancy-related disability leave is charged to sick leave balances; if
11 current, accumulated, and statutory sick leave benefits are exhausted within the
12 period of ~~physical~~ disability, the remaining time that the employee continues on
13 pregnancy-related disability leave shall be in a leave-without-pay status. Additional
14 leave without pay may be granted prior to or following the period of ~~physical~~ disability.

15
16 The employee shall notify the appropriate manager of her pregnancy and furnish a
17 doctor's statement which indicates the estimated date of ~~confinement leave~~
18 **commencement, at least thirty (30) days in advance of the due date.** ~~and certifies~~
19 ~~that the employee's condition permits continued performance of all duties related to~~
20 ~~her regular assignment.~~ In the event that **the District has a reasonable belief that** the
21 employee ~~appears to may~~ be unable to continue to perform all duties related to her
22 regular assignment at any time prior to the defined period of disability, the immediate
23 manager may ~~request a review by the district physician of the period of disability~~
24 **require the employee to provide a certification from her physician of her ability**
25 ~~to perform her duties and any work-related restrictions.~~

26
27 The usual period of ~~confinement leave~~ following the birth of a child is considered to
28 be six (6) weeks. If the employee's condition varies from the usual in that she is able
29 to resume performance of all duties related to her regular assignment at an earlier
30 date (or if it is necessary to extend the leave beyond six (6) weeks), the employee
31 shall present the appropriate manager with a statement from her attending physician
32 which ~~describes her condition and the estimated length of absence~~ **either releases**
33 ~~her to return to work or certifies her continued inability to work and anticipated~~
34 ~~duration of the leave.~~ The employee must obtain and furnish appropriate forms
35 from her physician, and deliver them completed by the physician, to her principal or
36 other manager. ~~At least three (3) weeks prior to the estimated date of return to active~~
37 ~~employment, the employee shall notify the appropriate manager. When the~~
38 ~~employee is cleared by her personal physician to return to work, she shall submit the~~
39 ~~required health form to the district physician for review. Prior to returning to~~
40 ~~work, the employee shall provide a release from her physician, identifying work~~
41 ~~–related restrictions, if any.~~

42
43 11. **Judicial Leave.**

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

46

1 **Employees who are subpoenaed to represent the District or required to be**
2 **deposed on behalf of the District shall be released during the school day or be**
3 **provided their hourly rate after their duty day.**
4

5 Employees who are released from appearance in court as witnesses, jurors, or
6 following appearance to explain financial hardship shall report for the balance of
7 the workday, allowing for reasonable travel time.
8

9 **ARTICLE VIII - Transfers**

10 **C. EMPLOYER INITIATED TRANSFER REQUESTS:**

- 11 1. Changes in staffing other than those made under Section B. above shall be made
12 whenever the District determines that there is a need (a) to reduce staff because of
13 enrollment loss or discontinuance of a program, grade level, or school closure; (b) to
14 balance a school staff in terms of gender, ethnicity, teaching experience, bilingual
15 needs, magnet programs and/or co-curricular needs. In addition, employer initiated
16 transfers may be made for other factors confidential to the employee and Human
17 Resource Services.
18
- 19 2. Probationary, and tenured permanent employees may be exempted from employer
20 initiated transfer if the change would adversely affect any of the following: (a)
21 compliance with state and federal requirements; (b) balance of numbers of males and
22 females on faculty/department staff; (c) **balance of numbers of males and females**
23 **in Physical Education (PE).**
24
- 25 4. Notwithstanding the provisions in C.2. above, employees shall not be subject to
26 transfers at employer request if they are fifty-nine (59) years of age or older **with**
27 **twenty (20) or more years of service to the District,** have been transferred at
28 employer request within the previous three (3) years, or have volunteered in writing
29 for transfer to their principal and were transferred in lieu of transfer at employer
30 request.
31
32

33 **G. REASSIGNMENTS:**

34 The Long Beach Unified School District and the Teacher Association of Long Beach
35 have entered into a Memorandum of Understanding for implementing reassignments
36 dated March 8, 2018. The District and TALB will meet in January of **2019 2020 and**
37 **2021** to review the reassignment data and evaluate the effectiveness.
38

39 The memorandum of Understanding in part states, in the event a unit member has
40 concerns with the reassignment, the teacher will have ten (10) working days to
41 request a review meeting with the Director of Employee Relations Office with a
42 clear, concise statement of the extenuating circumstances. Thereafter a review
43 meeting will be held with the Principal's Supervisor and Human Resources
44 Administrator. Every effort will be made to schedule the review meeting within ten
45 (10) working days of the written request.
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48

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

2 I

- 3 1. c. Reimbursement for non-insured value shall be limited to a maximum of ~~\$200~~ **\$500**
4 per employee per year.
5
6 2. The District shall provide for the reimbursement of any employee’s watch and other
7 jewelry that was damaged or destroyed as a result of an assault or intervention in a
8 fight while acting within the scope of employment. Reimbursement will be limited
9 to a maximum of ~~\$200~~ **\$500**.

10
11 R. **Each school year, the District shall post updated maps indicating the name,
12 location, and telephone extension of each employee at the site.**

13
14 S. **In order to provide a safe, caring and orderly environment, the District expects
15 civility from individuals engaging in school activities. Mutual respect,
16 professionalism and common courtesy are essential qualities in promoting an
17 educational and work environment free from disruptions, harassment, bullying
18 and aggression. School district employees are expected to act in a manner that
19 demonstrates their personal commitment to the highest ethical standards. The
20 District Code of Ethics are contained in Board Policy 4119.21., however in a
21 joint effort to ensure civility, the District and Association agree that a Joint
22 Committee will be charged with the responsibility of developing civility
23 language that will be proposed for consideration to the Board.**

24
25 **ARTICLE X - Class Size and Staffing Ratios**

26
27 A.

28 ~~The total enrollment in classes assigned to PACE and CIC teachers shall not exceed
29 the five period total for class maximums established above.~~

30
31 **ARTICLE XI - Peer Assistance and Review Program for Teachers**

32
33 B. **DEFINITIONS OF TERMS:**

- 34
35 3. **Peer Assistance and Review Panel.** The Peer Assistance and Review Panel
36 shall be comprised of nine (9) members, the majority of whom shall be teachers.
37 Five (5) teacher members shall be appointed by the **Executive** Board of Directors
38 of the Teachers Association. Four (4) members shall be administrators selected
39 by the Long Beach Unified School District.
40
41 4. **Referred Participating Teacher.** A Referred Participating Teacher is a teacher
42 who has achieved permanent status and who, as a result of either an interim or a
43 final evaluation in which one or more ratings of unsatisfactory **or multiple**
44 **developing** have been earned, demonstrates a need for assistance to improve
45 his/her competencies in the California Standards for the Teaching Profession.

1
2 A teacher with permanent status who is not initially assigned to the Peer
3 Assistance and Review Program and who receives **more than one developing**
4 **or** an unsatisfactory evaluation in the course of the prescribed evaluation process
5 may, with the recommendation of the supervising administrator and the approval
6 of the PAR Panel, be assigned immediately to the Peer Assistance and Review
7 Program and be designated as a Referred Participating Teacher. Assignment
8 shall occur in a timely manner following the teacher's receipt of the unsatisfactory
9 evaluation. Teachers assigned to the Program as the result of an ongoing
10 evaluation shall participate in the Peer Assistance and Review Program for the
11 remainder of the year in which the initial assignment occurred and for the entire
12 subsequent school year.

13
14 A Referred Participating Teacher shall participate in both the peer assistance and
15 peer review components of this program.

16
17 ~~5. **Volunteer Participating Teacher.**—A Volunteer Participating Teacher is a~~
18 ~~teacher who has achieved permanent status who seeks to improve his/her~~
19 ~~teaching performance and applies to the Peer Assistance and Review Panel to~~
20 ~~assign a Consulting Teacher to provide peer assistance. If approved by the Peer~~
21 ~~Assistance and Review Panel a Volunteer Participating Teacher shall be involved~~
22 ~~only in the peer assistance component of the program.~~

23
24 **C. PEER ASSISTANCE AND REVIEW PANEL – ORGANIZATION AND**
25 **RESPONSIBILITIES:**

- 26
27 1. The Peer Assistance and Review Panel shall be comprised of a majority of
28 teachers. Five (5) permanent classroom teachers shall serve on the Peer
29 Assistance and Review Panel. Teachers participating on the panel shall be
30 selected by the **Teacher Association of Long Beach**. In addition, there shall
31 be four (4) administrators on the panel. These individuals will be selected by
32 the Long Beach Unified School District.
- 33
34 2. If a teacher serving as a panel member is unable to complete his/her term
35 because of any reason, the **Teacher Association of Long Beach** shall appoint
36 another teacher to continue in the position. After the first year of the
37 ~~California~~ Peer Assistance and Review Program, panel members shall upon
38 selection, serve three-year terms.
- 39
40 4. The Peer Assistance and Review Panel shall be responsible to:
41 g. Notify Consulting Teacher applicants that they have been approved by
42 the governing ~~b~~ **Board of Education.**
- 43
44 ~~i. Establish a process for permanent teachers to become voluntary~~
45 ~~participants in the program.~~
- 46

- 1 k. Review the final report prepared by the Consulting Teacher and making
2 recommendations to the governing b **Board of Education** regarding each
3 Participating Teacher's progress in the Peer Assistance and Review
4 Program.
5
6 m. Recommend to the governing b **Board of Education** that terms of
7 Consulting Teachers who are not performing effectively not be renewed.
8

9 **D. PARTICIPATING TEACHERS:**

10
11 1. **Referred Participating Teachers:**

- 12
13 a. A Referred Participating Teacher is a teacher with permanent status who as a
14 result of one or more unsatisfactory **or multiple developing** ratings in the
15 course of the prescribed evaluation process is referred to the Peer Assistance
16 and Review Panel for assistance and support. This assistance and support
17 shall be designed to strengthen the competencies in the California Standards
18 of the Teaching Profession.
19

20 ~~2. **Volunteer Participating Teachers:**~~

- 21
22 ~~a. A Volunteer Participating Teacher is a teacher with permanent status who~~
23 ~~seeks to improve his/her teaching performance and who volunteers to~~
24 ~~participate in the Peer Assistance and Review Program.~~

25
26 ~~The Volunteer Participating Teacher, who is accepted into the program,~~
27 ~~shall be provided with peer assistance in those areas which are mutually~~
28 ~~agreed to by the site administrator. The Volunteer Participating Teacher~~
29 ~~may terminate his/her participation in the Peer Assistance and Review~~
30 ~~Program at any time.~~

- 31
32 ~~b. A Volunteer Participating Teacher will be provided a Consulting Teacher~~
33 ~~from a list of available Consulting Teachers provided by the Peer~~
34 ~~Assistance and Review Panel. Any changes in Consulting Teacher~~
35 ~~assignments after initial placement will need to be approved by the Peer~~
36 ~~Assistance and Review Panel.~~

- 37
38 ~~c. Volunteer Participating Teachers shall be involved only in the assistance~~
39 ~~component of this program. Evaluation shall be carried out by the~~
40 ~~supervising administrator.~~
41

42 **E. CONSULTING TEACHERS:**

- 43
44 4. The governing board may meet in closed session to consider the appointment of
45 any nominee to be a Consulting Teacher. The governing board may gather
46 information it deems necessary to evaluate nominees. The governing b **Board**

1 **of Education** may reject any nominations. The final designation of any person
2 as a Consulting Teacher shall be by action of the governing board.
3

4 5. Classroom observations may be conducted by members of the Peer Assistance
5 and Review Panel or a selection team appointed by the panel **to review a**
6 **teaching video submission** as part of the selection process for Consulting
7 Teachers.

8 8. Upon completion of each school year, the performance of the Consulting
9 Teacher will be reviewed by the governing board. A Consulting Teacher
10 assignment may be terminated if the Peer Assistance and Review Panel
11 determines the Consulting Teacher has not performed his/her duties effectively.
12 A Consulting Teacher not recommended to the Board shall be entitled to a
13 conference with the chairperson of the Peer Assistance and Review Panel to
14 be advised of the reasons and he/she may attach a written response to the report
15 which shall be sent to the governing ~~board~~ **Board of Education**.
16

17 **b.** If for any reason a Consulting Teacher is unable to complete the duties of the
18 position, the **Peer Assistance and Review Panel** ~~Board of Education~~ may
19 select an alternate teacher from a list approved by the Peer Assistance and
20 Review Panel.
21

22 **F. PEER ASSISTANCE PROCESS:**
23

24 9. As indicated above, a copy of the Summary Report shall be placed in the
25 personnel file of the Referred Participating Teacher, and the document may be
26 reflected in the final evaluation of the Referred Participating Teacher **as a**
27 **means of support**.
28

29 **G. ANNUAL STIPEND FOR CONSULTING TEACHERS:**
30

31 2. The stipend shall be paid at the **end of each semester** ~~calendar quarter~~. Federal
32 and State income taxes will be deducted from each stipend payment as required
33 by law.
34

35 **ARTICLE XII - Evaluation Procedure**
36

37 **A. FREQUENCY.** Evaluation and assessment of the performance of employees shall
38 be made on a continuing basis at least once each school year for temporary and
39 probationary personnel and at least once every other year for employees with
40 permanent status. **Employees may elect to complete their evaluation forms**
41 **either manually or online. The district and TALB will assess the online**
42 **evaluation usage and select the best option for future years based on the**
43 **evaluation usage, security, and effectiveness.**
44
45

1 **ARTICLE XVIII - Term of Agreement**

- 2
3 A. Full Contract shall be open for **2021-2022**, with reopeners for 2019-2020 and 2020-
4 2021 on Article VI and three articles selected by each party.
5

6 **APPENDIX A - Calendars**

7
8 The Long Beach Unified School District and the Teachers Association of Long Beach shall
9 collaborate in the development of **both the** traditional **and year round (60/20 and 60/15)**
10 **calendars**, ~~for the years 2016-2017, 2017-2018, 2018-2019.~~ These calendars shall be
11 agreed to **two calendar years in advance**, ~~by March 31, 2016.~~ Each unit member will
12 receive a copy of the applicable school calendar annually.

13 **The calendar for CAMS and SATO are based on the associated university. Each of**
14 **the noted calendars will be posted on the district website.**

15
16 **APPENDIX B - Salaries**

17
18 **Salary:**

19
20 **2%** increase to bargaining unit salary schedules, stipends, and rates of pay for **2018-2019**
21 retroactive to July **1, 2018**. An additional one time off schedule payment of 1% for **2018-**
22 **2019** based on the unit members' earnings for the **2018-2019** fiscal year.
23
24

25 **APPENDIX D - National Board Certification**

26
27 2. Applicants must possess a baccalaureate degree from an accredited institution and a
28 clear credential and have at least three years of successful classroom teaching
29 experience **as a regular contract teacher**.
30

31 6. The initial assessment fee for National Board Certification is ~~currently~~
32 **approximately** \$2,200. ~~Following approval by the Oversight Committee for~~
33 ~~National Board Certification, all candidates shall apply to the California State~~
34 ~~Department of Education to participate in the Candidate Subsidy Program. Limited~~
35 ~~federal funding is available through this program in the amount of a \$1,000 subsidy.~~
36 ~~While all candidates may not be awarded this subsidy, it is the goal of both the~~
37 ~~District and the Association to minimize the cost of assessment fee expense to the~~
38 ~~District by making maximum utilization of available alternative resources.~~ For
39 participants who are advanced to the District Candidacy Program for National Board
40 Certification, the District shall provide compensation for all initial assessment fee
41 expenses and one retake in a section **not funded by alternative resources**.
42

43 10. Candidates who achieve National Board Certification shall receive additional annual
44 compensation at a rate of five (5) percent of the base salary.

1
2 If teachers holding National Board Certification choose, they may serve as
3 designated master teachers under the direction of the Assistant Superintendent,
4 Curriculum, Instruction, and Professional Development. In this role teachers shall
5 be expected to provide sixty (60) hours of service outside the employee's regularly
6 assigned work year. Service shall be in one or more of the following areas:

- 7 a. Assistance and guidance to new teachers and/or teacher trainees.
- 8 b. Assistance and guidance to experienced teachers upon mutual agreement of
9 the parties.
- 10 c. **Assistance to National Board pre-candidates, candidates, or advanced**
11 **candidates.**
- 12 d. Professional development activities.
- 13 e. Curriculum development.
- 14 f. **Provide direct support to students outside of my regular contract day in**
15 **intervention or after school programs.**

16 17 **APPENDIX E - Structured Leadership Roles**

18 Teachers serving in any of the structured leadership roles identified in this memorandum
19 shall be compensated according to the provisions of Schedule V in the Certificated Non-
20 Management Salary Schedules. ~~Schedule V is provided immediately below for reference~~
21 ~~purposes.~~

22	
23 Schedule V	
24 Additional Amount	
25 Leadership Differentials	
26 10.40 QW	27 13.00 QW
<u>School Month Basis</u>	<u>Year Round Basis</u>
28 Step A ——— 109.21	87.36
29 Step B ——— 218.43	174.75
30 Step C ——— 655.32	524.27

31 32 **APPENDIX F – Sick Leave Donation Program**

33 34 **Application and Approval Process for Extended Sick Leave:**

- 35
- 36 1. In the event a bargaining unit employee suffers a catastrophic illness or injury, he/she
37 shall notify his/her immediate supervisor or the payroll clerk at his/her work site as
38 to the reason for his/her absence and identify said reason as a catastrophic illness or
39 injury. A catastrophic illness or injury is defined as **an** imminent **or potentially** life-
40 threatening illness or injury. A *Request to Participate in Sick Leave Donation*
41 *Program*, shall be submitted by the affected employee to his/her principal/site
42 administrator or his/her designee before paid sick leave is exhausted. Medical
43 verification of the catastrophic illness or injury shall be provided by the requesting
44 employee at the time the *Request to Participate in Sick Leave Donation Program*
45 form is submitted.

1 **APPENDIX H - Shared Decision Making**

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A. Unit members may apply for available grade level, teacher council representative, department head, or SLC lead teacher positions at their school site. Openings and the requirements of the positions will be posted by the site administrator on the designated staff bulletin board and emailed to all school faculty. To qualify for consideration, applicants must have received at least **an satisfactory or** effective rating in their most recent evaluation and meet the job description requirements.

The site administrator will identify the three top qualified candidates for each posted position based on the posting requirements. Thereafter, an election will be conducted at the site by unit members to determine which candidate will be selected. Selection will be based on a majority vote by affected bargaining unit members for a one-year term.

In the event that a teacher serving in one of these leadership positions is not meeting the leadership job requirements, administration will meet with the leader in a timely manner to address areas of growth. Areas of growth must be identified in objectives terms such as missing required meetings, failure to hold department/pathway/grade level meetings, or failure to respond to administrator or teacher email. A plan will be developed to ensure improvement. A follow-up meeting shall occur to evaluate growth. If improvement has still not occurred, the leader will be notified that he/she is ineligible to run for a leadership position in the coming school year.

Dated: _____

Dated: _____

By: _____
FOR THE DISTRICT

By: _____
FOR TALB

**Long Beach Unified School District and
Teachers Association of Long Beach
March 8, 2018**

MEMORANDUM OF UNDERSTANDING FOR K-12

The Long Beach Unified School District (“District”) and the Teacher Association of Long Beach (TALB) enter into this Memorandum of Understanding (“MOU”) and agree to the following Guidelines for site Administrators in implementing reassignments.

1. By February 15, the principal will survey staff to inquire about possible retirements, resignations, transfer requests, and requests for reassignment. A reassignment refers to a change in a teacher assignment within a worksite (grade level, subject matter, or other configuration).
2. Prior to a final decision regarding reassignment, the principal will meet with the teacher to discuss the reason for reassignment and solicit input.
3. Every effort will be made to notify teachers of the reassignment on or before May 1. In the event that notification is not possible, every effort will be made to notify teachers at least fourteen (14) days before the reassignment begins. During the period of leveling classroom enrollment at the start of the school year, reassignments will be made within the first twenty (20) days.
4. Once teachers are notified of their reassignment at their current site, the principal will meet with the teacher to discuss the transition plan and move, which may include:
 - a. Assistance from custodial staff if needed;
 - b. Acquisition of instructional material;
 - c. Collaboration, professional development, new-to-grade-level/subject coaching, or site support as needed.
5. In the event a unit member has concerns with the reassignment, the teacher will have ten (10) working days to request a review meeting with the Director of Employee Relations. This request must be presented in writing to the Employee Relations office with a clear, concise statement of the extenuating circumstances. Thereafter a review meeting will be held with the Principal’s Supervisor and Human Resources Administrator. Every effort will be made to schedule the review meeting within ten (10) working days of the written request.
6. The District and TALB will meet in January of 2020 and 2021 to review the reassignment data and evaluate the effectiveness of these Guidelines.
7. This MOU shall remain in effect from the date of ratification by TALB and LBUSD Board approval and extend through June 30, 2021.

DATED: _____

DATED: _____

By: _____
FOR THE DISTRICT

By: _____
FOR TALB

**Long Beach Unified School District and
Teachers Association of Long Beach**

February 22, 2019

MEMORANDUM OF UNDERSTANDING

The Long Beach Unified School District (“District”) and the Teacher Association of Long Beach (TALB) enter into this Memorandum of Understanding (“MOU”) and agree as follows:

1. For the 2019-2020 school year, the District will set aside up to \$130,000 in an earmarked account to cover the estimated cost of the mandated Applied Behavioral Analysis (ABA) program which has been added to the District’s PPO Health Plan.
2. This MOU is not precedent setting, and shall not obligate the District to set aside any further funds to cover other added mandated health benefit programs.

DATED: _____

DATED: _____

By: _____
FOR THE DISTRICT

By: _____
FOR TALB

1
2
3 **Tentative Agreement Between**
4 **The Long Beach Unified School District**
5 **and the Teachers Association of Long Beach, CDC-Head Start**

6 **As of February 22, 2019**
7

8 **ARTICLE I - Agreement**
9

10 A. **PARTIES TO THE AGREEMENT:** The articles and provisions contained
11 herein constitute a bilateral and binding agreement (“Agreement”) by and between the
12 Board of Education of the Long Beach Unified School District (“District”) and the
13 Teachers Association of Long Beach/ California Teachers Association/ National
14 Education Association (“Association”), an employee organization.
15

16 **ARTICLE IV- Association Rights**
17

18 B. **ASSOCIATION COMMUNICATIONS:**
19

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

30 E. **ORGANIZATIONAL SECURITY:**
31

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

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

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

12
13 Each non-member who is required to pay an agency fee shall annually receive
14 written notification from the Association of the amount of the deduction and
15 procedures which he/she must follow to receive a rebate for non-
16 representation activities during the year and the procedure for appealing all
17 or any part of the agency fee.

18
19 3. **Remittance of Dues and Agency Fees.** With respect to all sums deducted by
20 the District, whether for membership dues or agency fee, the District agrees
21 promptly within fifteen (15) days to remit such monies to the Association
22 accompanied by the alphabetical list of unit members for whom deductions
23 have been made, categorizing them as to membership or non-membership in
24 the Association, and indicating any changes in personnel from the list
25 previously furnished.

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

- 35
36 Children's Clinic of Miller Children's Hospital
37 —at Memorial Medical Center
38 Family Service of Long Beach
39 PTA Student Assistance Fund
40 TALB Scholarship Foundation
41 Tichenor Orthopedic Clinic for Children
42 Foundation to Assist California Teachers
43 Long Beach Education Foundation
44

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

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

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

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

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

39 Upon return from leave to conduct Association business, the Association president
40 **shall be assigned to his/her previous classroom position at**, will be provided the
41 opportunity to return to the site assigned prior to the commencement of **the** leave if
42 a vacancy in the appropriate credential area exists at that site.
43
44
45
46

1 J. ASSOCIATION LEAVE:

2
3 1. The District will grant to the bargaining unit as a whole a total of two hundred
4 **fifty** (200) **(250)** days per fiscal year (July 1-June 30) of released time for unit
5 members to attend workshops, conferences, or other activities sponsored by
6 the Association as identified by H.1 and H.2. Whenever possible, association
7 leave for Head Start teachers will be requested on Friday. The TALB president
8 or his/her designee shall submit in writing the information and the names of
9 unit members who are authorized to use the association leave days to Employee
10 Relations Services prior to an employee's application for the released time.
11 Written application for approval for such released time must be submitted by
12 the employee on the appropriate District form to the site manager at least five
13 (5) working days prior to the anticipated absence.
14

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

16
17 1. **Child Development Center Teachers.** The work year for Child Development
18 Center teachers shall be one of the following:

19
20 a. **Twelve Month Assignment** (fiscal year July 1 to June 30 inclusive).
21 Teachers who have a twelve (12) month assignment work two hundred
22 ~~sixty (260)~~ **forty seven (247) days.** ~~less thirteen (13) unpaid holidays.~~
23 **The thirteen (13) district holidays are unpaid.** The Teachers who
24 have a twelve (12) month assignment also accrue ~~twenty one (21)~~
25 **twenty- (20)** vacation days during each fiscal year. Salary placements
26 to employees in a twelve (12) month assignment are prorated over ~~13.0~~
27 **12.0** pay periods.
28

29 b. **Ten Month Assignment:**

30
31 (1) Abbreviated Traditional Calendar Assignment (California
32 Preschool Teachers). Teachers who have a ten (10) month
33 traditional assignment annually work one hundred seventy-
34 seven (177) days. Salary payments to employees in a ten (10)
35 month assignment are prorated over 10.0 pay periods.
36

37 ~~(2) Year Round Assignment. Teachers who have a year round~~
38 ~~schedule work one hundred seventy seven (177) days, as~~
39 ~~assigned, during the fiscal year which extends from July 1 to~~
40 ~~June 30. Salary payments to employees working in a year~~
41 ~~round assignment is prorated over 13.0~~ **12.0** pay periods.
42

43 2. **Head Start Program Teachers.** The work year for Head Start teachers shall
44 be one of the following:
45

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

10 b. **Eleven Month Assignment** (~~247~~ **198** Day Employees). Head Start
11 teachers who have a eleven (11) month assignment annually work one
12 hundred ninety eight (198) days. Salary payments to employees in a
13 eleven (11) month assignment are prorated over ~~11.25~~ **11.0** pay
14 periods.
15

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

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

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

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

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

35 E. **REQUIRED MEETINGS:**

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

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

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

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

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

ARTICLE VIII – Transfers

A. TRANSFER AT TEACHER REQUEST:

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

Head Start Program. Voluntary transfers shall be made on the basis of one or more of the following factors: (a) certification to perform the required services; (b) staffing needs of the center (gender, ethnicity, teaching experience); (c) special skills in areas that are specific to the identified

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

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

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

13 **ARTICLE VI – Compensation**

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

15
16
17 2. Effective January 1, 2016, change the health and welfare plan year from the
18 current calendar year (January 1 to December 31) to match the District's fiscal
19 year (July 1 to June 30). The change shall be managed in the following manner:
20

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

23 **6. Health Insurance.**

24 **b. HMO Plan.**

25
26
27 HMO. Office visits, \$10; no deductible; hospitalization 100%
28 covered. Unlimited lifetime maximum. Continuation of existing plan
29 without modification of benefits, except as noted **effective 7/1/17.**
30 **(unbold)**

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

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

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

(b) ~~Out of Network Provider Through December 31, 2015, \$400/\$800 deductible; 40% co-insurance; \$3,000 individual/\$6,000 family per year out of pocket limit (in addition to deductible);~~ Effective January 1, 2016, \$500/\$1,000 deductible; 40% co-insurance; \$5,000 individual/\$10,000 family per year out-of-pocket limit (in addition to deductible).

11. **125 Plan- Flexible Spending Accounts.** Upon securing the appropriate government approval, the District will provide employees the opportunity to participate in a 125 Plan at no administrative cost to the employee. Attendance at informational meetings shall be voluntary.

C. **DURATION OF BENEFITS:**

D. **TUBERCULOSIS EXAMINATION.** Required examinations for tuberculosis shall be provided by the District at no cost to employees only if District-designated service providers are utilized. **The TB testing procedures has added a TB risk assessment questionnaire and, if risk factors are identified, the District shall require TB testing and examination to determine the unit member is free of infectious tuberculosis.** The examination shall consist of an approved intradermal tuberculin test (Mantoux), which, if positive, shall be followed by an x-ray of the lungs.

ARTICLE VII - Leaves of Absence

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

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

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

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

1.

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

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

- 3
4 1. **Teach in Another School District** outside a radius of one hundred fifty (150)
5 miles from the District (as measured from the administration offices). No more
6 than ~~twelve (12)~~ **(24) twenty four** consecutive months nor more than one such
7 leave in a seven (7) year period.

- 8
9 m. **Family Medical Leave Act (FMLA) / California Family Rights Act**
10 **(CFRA).** As provided in statute; for example, to care for him/herself, a child,
11 parent, or spouse with a serious health condition. Health care provider
12 certification may be required. See employee notification at work site for
13 additional information.

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

- 19
20 2. Probationary, ~~temporary~~, and special contract employees are eligible for only
21 the following unpaid leaves: rest and recuperation; child care; military service;
22 disability; ~~family medical~~ **FMLA/CFRA** leave (if employed at least ~~one~~
23 ~~complete year~~ **twelve months, which need not be consecutive**); and in the most
24 extraordinary circumstances, leaves for other reasons deemed sufficient by the
25 Board of Education.

26
27 **C. LEAVES OF ABSENCE WITH PAY:**

- 28
29 1. **Bereavement Leave.** Employees are entitled to leaves of absence, not to
30 exceed three (3) days (five [5] days if a funeral is attended out of state or
31 more than two-hundred [200] miles one way is traveled) as a result of the
32 death of any member of the immediate family. Bereavement leave is non-
33 cumulative and shall be taken only sequentially and immediately following
34 the death of a member of the immediate family. No deduction shall be made
35 from the salary of the employee, nor shall the leave be deducted from leave
36 granted in other sections of this Article. Members of the immediate family
37 include mother, step-mother, father, step-father, grandmother, grandfather, or
38 grandchild of the employee or of the spouse of the employee **or registered**
39 **domestic partner**; and the spouse, son, son-in-law, daughter, daughter-in-
40 law, brother, brother-in-law, sister, sister-in law of the employee or of the
41 spouse of the employee; or any person having a principal place of residence
42 in the immediate household of the employee. Employees who take
43 bereavement leave shall be responsible for following all notification
44 procedures as per Section A. 5. of this Article.

1 3. Sick Leave:

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a. Sick leave entitlement shall be received and deducted **using the following procedures.** ~~in the same manner.~~

a. Absent from work for the entire school day will be charged for eight (8) hours of leave.

b. Absent for part of a school day will be charged in half-hour increments only for the time, within their duty day, that they are off site.

For payroll computation:

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

b. For each school year of service every employee employed five (5) days a week **(1.00 FTE)** shall be entitled to the following leave of absence with full pay for illness or injury:

- ~~200 day employees: 10.0 days (80.00 hours)~~
- ~~204 day employees: 10.4 days (81.60 hours)~~
- ~~12 month employees: 13.0 days (104.00 hours)~~

- 177 work day employees: 9.98 days (79.36 hours)**
- 198 work day employees: 11.09 days (88.77 hours)**
- 247 work day employees: 12. 0 days (96.00 hours)**

Sick leave may be deducted in one-half (1/2) hour increments.

c. An employee in less than a full-time assignment and/or employed for less than a full contract year shall receive and have sick leave deducted in direct proportion to the percentage of the assignment; e.g., an employee with a fifty (50) percent assignment shall earn ~~or have deducted .5 (four [4] hours) of sick leave~~ **fifty (50) percent of what one (1.00) percent assignment shall earn.**

d. Full time unit members shall be entitled to use six (6) days of accrued and available sick leave each school year to attend to an illness of a child, parent, **parent in law**, spouse, ~~or~~ registered domestic partner, **grandparent, grandchild, or sibling** of the employee. This leave shall be prorated for part-time unit members.

e. ~~One (1) hour of sick leave is granted for each eighteen (18) hours~~ **Sick leave accrues at a rate of .056044 for each hour** an employee has

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

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

9
10 4. **Personal Necessity Leave:** (Use of Sick Leave for Personal Necessity)

- 11
12 (5) ~~Paternity. Once the employee has exhausted available personal necessity leave
13 for paternity leave for child bonding/child care as defined in Section C.10 of
14 this Article, any remaining paternity leave shall be subject to Section C.10.~~

15
16 7. **Industrial Injury and Illness Leave:**

- 17
18 i. ~~An employee receiving benefits under the provision of this regulation may not
19 leave the state of California without the authorization of the Board of
20 Education.~~

- 21
22 8. **Maternity Leave-Pregnancy-Related Disability Leave.** A leave of absence for
23 pregnancy-related disability shall be granted for the period of time that the employee
24 is **physically** unable to perform the duties required of her position as certified by her
25 personal physician ~~and approved by the district physician due to pregnancy,
26 childbirth, or related medical conditions.~~ Pregnancy-related disability leave is
27 charged to sick leave balances; if current, accumulated, and statutory sick leave
28 benefits are exhausted within the period of **physical** disability, the remaining time that
29 the employee continues on pregnancy-related disability leave shall be in a leave-
30 without-pay status. Additional leave without pay may be granted prior to or following
31 the period of **physical** disability.

32
33 The employee shall notify the appropriate manager of her pregnancy and furnish a
34 doctor's statement which indicates the estimated date of **confinement leave
35 commencement, at least thirty (30) days in advance of the due date.** ~~and certifies
36 that the employee's condition permits continued performance of all duties related to
37 her regular assignment.~~ In the event that **the District has a reasonable belief that** the
38 employee ~~appears to~~ **may** be unable to continue to perform all duties related to her
39 regular assignment at any time prior to the defined period of disability, the immediate
40 manager may ~~request a review by the district physician of the period of disability~~
41 **require the employee to provide a certification from her physician to her ability
42 to perform her duties and any work-related restrictions.**

43
44 The usual period of **confinement leave** following the birth of a child is considered to
45 be six (6) weeks. If the employee's condition varies from the usual in that she is able
46 to resume performance of all duties related to her regular assignment at an earlier date

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

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

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

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

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

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

38
39 **11. Judicial Leave.**

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

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

1 **ARTICLE VIII - Transfers**

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

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

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

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

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

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

36 I

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

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

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

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

6
7 **P.** The above is contingent upon all of the following:

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

13
14 **R.** **Each school year, the District shall post updated maps indicating the name,**
15 **location, and telephone extension of each employee at the site.**

16
17 **S.** **In order to provide a safe, caring and orderly environment, the District expects**
18 **civility from individuals engaging in school activities. Mutual respect,**
19 **professionalism and common courtesy are essential qualities in promoting an**
20 **educational and work environment free from disruptions, harassment, bullying**
21 **and aggression. School district employees are expected to act in a manner that**
22 **demonstrates their personal commitment to the highest ethical standards. The**
23 **District Code of Ethics are contained in Board Policy 4119.21., however in a**
24 **joint effort to ensure civility, the District and Association agree that a Joint**
25 **Committee will be charged with the responsibility of developing civility**
26 **language that will be proposed for consideration to the Board.**

27
28
29 **ARTICLE XVII - Term of Agreement**

30
31 Full Contract shall be open for **2021-2022** with reopeners for 2019-20 and 2020-2021 on
32 Article VI and three articles selected by each party.
33

34
35 **APPENDIX A - Calendars**

36
37 The Long Beach Unified School District and the Teachers Association of Long Beach shall
38 collaborate in the development of **both the traditional and year round (60/20 and 60/15)**
39 **calendars. for the years 2016-2017, 2017-2018, 2018-2019. Except in extenuating**
40 **circumstances, these calendars shall be agreed to two calendar years in advance, by**
41 **March 31, 2016. Each unit member will receive a copy of the applicable school calendar**
42 **annually. Each calendar will be posted on the district website.**

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APPENDIX B - Salaries

Salary:

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

APPENDIX E - Sick Leave Donation Program

Application and Approval Process for Extended Sick Leave:

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

Dated: _____

Dated: _____

By: _____

FOR THE DISTRICT

By: _____

FOR TALB

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

JOINT MEMORANDUM OF INTENT

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

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

Dated: _____

Dated: _____

By: _____
FOR THE DISTRICT

By: _____
FOR TALB