

**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, 2021** and ending: **June 30, 2022**  
(date) (date)

The Governing Board will act upon this agreement on: **May 18, 2022**  
(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)	Year 2 Increase/(Decrease)	Year 3 Increase/(Decrease)
		2021-22	2022-23	2023-24
1. <b>Salary Schedule</b> Including Step and Column	\$ 344,429,700	\$ 15,499,339		
		4.50%	0.00%	0.00%
2. <b>Other Compensation</b> Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.		\$ 11,702,048		
<b>Description of Other Compensation</b>		21-22 2.5% off Schedule based on 21- 22 Salaries		
3. <b>Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.</b>	\$ 72,502,300	\$ 4,765,346		
		6.57%	0.00%	0.00%
4. <b>Health/Welfare Plans</b>	\$ 87,933,200			
		0.00%	0.00%	0.00%
5. <b>Total Bargaining Unit Compensation</b> Add Items 1 through 4 to equal 5	\$ 504,865,200	\$ 31,966,733	\$ -	\$ -
		6.33%	0.00%	0.00%
6. <b>Total Number of Bargaining Unit Employees (Use FTEs if appropriate)</b>	3,670.00			
7. <b>Total Compensation <u>Average</u> Cost per Bargaining Unit Employee</b>	\$ 137,565	\$ 8,710	\$ -	\$ -
		6.33%	0.00%	0.00%

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

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"?

4.5% salary increase retroactive to July 1, 2021. 2.5% of annual salary (2021-22), 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

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

None

**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 an agreement that covers 21-22, so there are no additional obligations for out years other than the current 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)
<b>REVENUES</b>				
LCFF Revenue 8010-8099	\$ 756,123,729		\$ -	\$ 756,123,729
Federal Revenue 8100-8299	\$ 790,957		\$ -	\$ 790,957
Other State Revenue 8300-8599	\$ 13,771,415		\$ -	\$ 13,771,415
Other Local Revenue 8600-8799	\$ 10,656,809		\$ -	\$ 10,656,809
<b>TOTAL REVENUES</b>	\$ 781,342,910		\$ -	\$ 781,342,910
<b>EXPENDITURES</b>				
Certificated Salaries 1000-1999	\$ 287,691,172	\$ 11,086,835		\$ 298,778,007
Classified Salaries 2000-2999	\$ 87,378,701			\$ 87,378,701
Employee Benefits 3000-3999	\$ 166,914,653	\$ 2,333,772		\$ 169,248,425
Books and Supplies 4000-4999	\$ 23,843,606		\$ -	\$ 23,843,606
Services and Other Operating Expenditures 5000-5999	\$ 56,076,140		\$ -	\$ 56,076,140
Capital Outlay 6000-6999	\$ 792,652		\$ -	\$ 792,652
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ 100,000		\$ -	\$ 100,000
Transfers of Indirect Costs 7300-7399	\$ (14,913,545)		\$ -	\$ (14,913,545)
<b>TOTAL EXPENDITURES</b>	\$ 607,883,379	\$ 13,420,607	\$ -	\$ 621,303,986
<b>OTHER FINANCING SOURCES/USES</b>				
Transfers In and Other Sources 8900-8979		\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ 6,000,000	\$ -	\$ -	\$ 6,000,000
Contributions 8980-8999	\$ (120,931,099)	\$ (3,003,534)	\$ -	\$ (123,934,633)
<b>OPERATING SURPLUS (DEFICIT)*</b>	\$ 46,528,432	\$ (16,424,141)	\$ -	\$ 30,104,291
<b>BEGINNING FUND BALANCE</b>				
9791	\$ 318,778,080			\$ 318,778,080
Audit Adjustments/Other Restatements 9793/9795				\$ -
<b>ENDING FUND BALANCE</b>	\$ 365,306,512	\$ (16,424,141)	\$ -	\$ 348,882,371
<b>COMPONENTS OF ENDING FUND BALANCE:</b>				
Nonspendable 9711-9719	\$ 2,493,050	\$ -	\$ -	\$ 2,493,050
Restricted 9740				
Committed 9750-9760	\$ 42,100,000	\$ -	\$ -	\$ 42,100,000
Assigned 9780		\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ 21,442,685	\$ -	\$ -	\$ 21,442,685
Unassigned/Unappropriated Amount 9790	\$ 299,270,777	\$ (16,424,141)	\$ -	\$ 282,846,636

\*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)
<b>REVENUES</b>				
LCFF Revenue 8010-8099	\$ -		\$ -	\$ -
Federal Revenue 8100-8299	\$ 152,126,008		\$ -	\$ 152,126,008
Other State Revenue 8300-8599	\$ 126,104,075		\$ -	\$ 126,104,075
Other Local Revenue 8600-8799	\$ 1,878,697		\$ -	\$ 1,878,697
<b>TOTAL REVENUES</b>	\$ 280,108,780		\$ -	\$ 280,108,780
<b>EXPENDITURES</b>				
Certificated Salaries 1000-1999	\$ 148,066,753	\$ 15,512,108	\$ -	\$ 163,578,861
Classified Salaries 2000-2999	\$ 33,991,805	\$ -	\$ -	\$ 33,991,805
Employee Benefits 3000-3999	\$ 119,914,673	\$ 2,306,896	\$ -	\$ 122,221,569
Books and Supplies 4000-4999	\$ 61,443,222		\$ -	\$ 61,443,222
Services and Other Operating Expenditures 5000-5999	\$ 73,091,152		\$ -	\$ 73,091,152
Capital Outlay 6000-6999	\$ 7,796,924		\$ -	\$ 7,796,924
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ 600,000		\$ -	\$ 600,000
Transfers of Indirect Costs 7300-7399	\$ 13,346,358		\$ -	\$ 13,346,358
<b>TOTAL EXPENDITURES</b>	\$ 458,250,887	\$ 17,819,004	\$ -	\$ 476,069,891
<b>OTHER FINANCING SOURCES/USES</b>				
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -	\$ -
Contributions 8980-8999	\$ 120,931,099	\$ 3,003,534	\$ -	\$ 123,934,633
<b>OPERATING SURPLUS (DEFICIT)*</b>	\$ (57,211,008)	\$ (14,815,470)	\$ -	\$ (72,026,478)
<b>BEGINNING FUND BALANCE</b>				
9791	\$ 91,722,004			\$ 91,722,004
Audit Adjustments/Other Restatements 9793/9795	\$ -			\$ -
<b>ENDING FUND BALANCE</b>	\$ 34,510,996	\$ (14,815,470)	\$ -	\$ 19,695,526
<b>COMPONENTS OF ENDING FUND BALANCE:</b>				
Nonspendable 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted 9740	\$ 34,510,996	\$ (14,815,470)	\$ -	\$ 19,695,526
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)
<b>REVENUES</b>				
LCFF Revenue 8010-8099	\$ 756,123,729		\$ -	\$ 756,123,729
Federal Revenue 8100-8299	\$ 152,916,965		\$ -	\$ 152,916,965
Other State Revenue 8300-8599	\$ 139,875,490		\$ -	\$ 139,875,490
Other Local Revenue 8600-8799	\$ 12,535,506		\$ -	\$ 12,535,506
<b>TOTAL REVENUES</b>	<b>\$ 1,061,451,690</b>		<b>\$ -</b>	<b>\$ 1,061,451,690</b>
<b>EXPENDITURES</b>				
Certificated Salaries 1000-1999	\$ 435,757,925	\$ 26,598,943	\$ -	\$ 462,356,868
Classified Salaries 2000-2999	\$ 121,370,506	\$ -	\$ -	\$ 121,370,506
Employee Benefits 3000-3999	\$ 286,829,326	\$ 4,640,668	\$ -	\$ 291,469,994
Books and Supplies 4000-4999	\$ 85,286,828		\$ -	\$ 85,286,828
Services and Other Operating Expenditures 5000-5999	\$ 129,167,292		\$ -	\$ 129,167,292
Capital Outlay 6000-6999	\$ 8,589,576		\$ -	\$ 8,589,576
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ 700,000		\$ -	\$ 700,000
Transfers of Indirect Costs 7300-7399	\$ (1,567,187)		\$ -	\$ (1,567,187)
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,066,134,266</b>	<b>\$ 31,239,611</b>	<b>\$ -</b>	<b>\$ 1,097,373,877</b>
<b>OTHER FINANCING SOURCES/USES</b>				
Transfer In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ 6,000,000	\$ -	\$ -	\$ 6,000,000
Contributions 8980-8999	\$ -	\$ -	\$ -	\$ -
<b>OPERATING SURPLUS (DEFICIT)*</b>	<b>\$ (10,682,576)</b>	<b>\$ (31,239,611)</b>	<b>\$ -</b>	<b>\$ (41,922,187)</b>
<b>BEGINNING FUND BALANCE</b>				
9791	\$ 410,500,084			\$ 410,500,084
Audit Adjustments/Other Restatements 9793/9795	\$ -			\$ -
<b>ENDING FUND BALANCE</b>	<b>\$ 399,817,508</b>	<b>\$ (31,239,611)</b>	<b>\$ -</b>	<b>\$ 368,577,897</b>
<b>COMPONENTS OF ENDING FUND</b>				
Nonspendable 9711-9719	\$ 2,493,050	\$ -	\$ -	\$ 2,493,050
Restricted 9740	\$ 34,510,996	\$ (14,815,470)	\$ -	\$ 19,695,526
Committed 9750-9760	\$ 42,100,000	\$ -	\$ -	\$ 42,100,000
Assigned 9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ 21,442,685	\$ -	\$ -	\$ 21,442,685
Unassigned/Unappropriated Amount 9790	\$ 299,270,777	\$ (16,424,141)	\$ -	\$ 282,846,636

\*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)
<b>REVENUES</b>				
Federal Revenue 8100-8299	\$ 441,018		\$ -	\$ 441,018
Other State Revenue 8300-8599	\$ 1,430,016		\$ -	\$ 1,430,016
Other Local Revenue 8600-8799	\$ 138,000		\$ -	\$ 138,000
<b>TOTAL REVENUES</b>	\$ 2,009,034		\$ -	\$ 2,009,034
<b>EXPENDITURES</b>				
Certificated Salaries 1000-1999	\$ 877,852	\$ 19,679	\$ -	\$ 897,531
Classified Salaries 2000-2999	\$ 200,096	\$ -	\$ -	\$ 200,096
Employee Benefits 3000-3999	\$ 594,561	\$ 2,006	\$ -	\$ 596,567
Books and Supplies 4000-4999	\$ 48,065		\$ -	\$ 48,065
Services and Other Operating Expenditures 5000-5999	\$ 97,994		\$ -	\$ 97,994
Capital Outlay 6000-6999	\$ -		\$ -	\$ -
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ -		\$ -	\$ -
Transfers of Indirect Costs 7300-7399	\$ 43,986		\$ -	\$ 43,986
<b>TOTAL EXPENDITURES</b>	\$ 1,862,554	\$ 21,685	\$ -	\$ 1,884,239
<b>OTHER FINANCING SOURCES/USES</b>				
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -	\$ -
<b>OPERATING SURPLUS (DEFICIT)*</b>	\$ 146,480	\$ (21,685)	\$ -	\$ 124,795
<b>BEGINNING FUND BALANCE</b> 9791	\$ 516,613			\$ 516,613
Audit Adjustments/Other Restatements 9793/9795	\$ -			\$ -
<b>ENDING FUND BALANCE</b>	\$ 663,093	\$ (21,685)	\$ -	\$ 641,408
<b>COMPONENTS OF ENDING FUND BALANCE:</b>				
Nonspendable 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted 9740	\$ 663,093	\$ (21,685)	\$ -	\$ 641,408
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 06/11/2021

## 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)
<b>REVENUES</b>				
Federal Revenue 8100-8299	\$ 30,922,460		\$ -	\$ 30,922,460
Other State Revenue 8300-8599	\$ 11,615,469		\$ -	\$ 11,615,469
Other Local Revenue 8600-8799	\$ 1,531,294		\$ -	\$ 1,531,294
<b>TOTAL REVENUES</b>	\$ 44,069,223		\$ -	\$ 44,069,223
<b>EXPENDITURES</b>				
Certificated Salaries 1000-1999	\$ 16,239,296	\$ 582,765	\$ -	\$ 16,822,061
Classified Salaries 2000-2999	\$ 6,404,121	\$ -	\$ -	\$ 6,404,121
Employee Benefits 3000-3999	\$ 13,463,972	\$ 122,672	\$ -	\$ 13,586,644
Books and Supplies 4000-4999	\$ 3,638,419		\$ -	\$ 3,638,419
Services and Other Operating Expenditures 5000-5999	\$ 3,488,940		\$ -	\$ 3,488,940
Capital Outlay 6000-6999	\$ -		\$ -	\$ -
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ -		\$ -	\$ -
Transfers of Indirect Costs 7300-7399	\$ 1,523,201		\$ -	\$ 1,523,201
<b>TOTAL EXPENDITURES</b>	\$ 44,757,949	\$ 705,437	\$ -	\$ 45,463,386
<b>OTHER FINANCING SOURCES/USES</b>				
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -	\$ -
<b>OPERATING SURPLUS (DEFICIT)*</b>	\$ (688,726)	\$ (705,437)	\$ -	\$ (1,394,163)
<b>BEGINNING FUND BALANCE</b> 9791	\$ 3,146,045			\$ 3,146,045
Audit Adjustments/Other Restatements 9793/9795	\$ -			\$ -
<b>ENDING FUND BALANCE</b>	\$ 2,457,319	\$ (705,437)	\$ -	\$ 1,751,882
<b>COMPONENTS OF ENDING FUND BALANCE:</b>				
Nonspendable 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted 9740	\$ 2,457,319	\$ (705,437)	\$ -	\$ 1,751,882
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 06/11/2021



## 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:

## 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	2021-22	2022-23	2023-24
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
<b>REVENUES</b>			
LCFF Revenue 8010-8099	\$ 756,123,729	\$ 754,306,287	\$ 745,351,264
Federal Revenue 8100-8299	\$ 790,957	\$ -	\$ -
Other State Revenue 8300-8599	\$ 13,771,415	\$ 13,907,545	\$ 13,986,893
Other Local Revenue 8600-8799	\$ 10,656,809	\$ 10,974,425	\$ 10,693,052
<b>TOTAL REVENUES</b>	\$ 781,342,910	\$ 779,188,257	\$ 770,031,209
<b>EXPENDITURES</b>			
Certificated Salaries 1000-1999	\$ 298,778,007	\$ 312,855,598	\$ 312,606,097
Classified Salaries 2000-2999	\$ 87,378,701	\$ 89,085,432	\$ 89,530,859
Employee Benefits 3000-3999	\$ 169,248,425	\$ 190,055,448	\$ 195,740,815
Books and Supplies 4000-4999	\$ 23,843,606	\$ 16,441,705	\$ 27,141,705
Services and Other Operating Expenditures 5000-5999	\$ 56,076,140	\$ 63,619,717	\$ 60,821,524
Capital Outlay 6000-6999	\$ 792,652	\$ 12,672,652	\$ 3,172,652
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ 100,000	\$ 100,000	\$ 100,000
Transfers of Indirect Costs 7300-7399	\$ (14,913,545)	\$ (16,606,299)	\$ (16,265,800)
Other Adjustments			\$ -
<b>TOTAL EXPENDITURES</b>	\$ 621,303,986	\$ 668,224,253	\$ 672,847,852
<b>OTHER FINANCING SOURCES/USES</b>			
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ 6,000,000	\$ 6,000,000	\$ 6,000,000
Contributions 8980-8999	\$ (123,934,633)	\$ (134,360,728)	\$ (137,785,933)
<b>OPERATING SURPLUS (DEFICIT)*</b>	\$ 30,104,291	\$ (29,396,724)	\$ (46,602,576)
<b>BEGINNING FUND BALANCE</b>			
9791	\$ 318,778,080	\$ 348,882,371	\$ 319,485,647
Audit Adjustments/Other Restatements 9793/9795	\$ -		
<b>ENDING FUND BALANCE</b>	\$ 348,882,371	\$ 319,485,647	\$ 272,883,071
<b>COMPONENTS OF ENDING FUND BALANCE:</b>			
Nonspendable 9711-9719	\$ 2,493,050	\$ 2,493,050	\$ 2,493,050
Restricted 9740			
Committed 9750-9760	\$ 42,100,000	\$ 42,100,000	\$ 42,100,000
Assigned 9780	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ 21,442,685	\$ 22,510,390	\$ 22,247,315
Unassigned/Unappropriated Amount 9790	\$ 282,846,636	\$ 252,382,207	\$ 206,042,706

\*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	2021-22	2022-23	2023-24
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
<b>REVENUES</b>			
LCFF Revenue 8010-8099	\$ -	\$ -	\$ -
Federal Revenue 8100-8299	\$ 152,126,008	\$ 197,468,730	\$ 189,808,893
Other State Revenue 8300-8599	\$ 126,104,075	\$ 120,351,354	\$ 115,387,897
Other Local Revenue 8600-8799	\$ 1,878,697	\$ 1,294,067	\$ 1,295,336
<b>TOTAL REVENUES</b>	\$ 280,108,780	\$ 319,114,151	\$ 306,492,126
<b>EXPENDITURES</b>			
Certificated Salaries 1000-1999	\$ 163,578,861	\$ 145,791,421	\$ 145,802,764
Classified Salaries 2000-2999	\$ 33,991,805	\$ 35,322,722	\$ 35,202,434
Employee Benefits 3000-3999	\$ 122,221,569	\$ 128,398,920	\$ 133,150,681
Books and Supplies 4000-4999	\$ 61,443,222	\$ 61,605,144	\$ 43,144,360
Services and Other Operating Expenditures 5000-5999	\$ 73,091,152	\$ 72,196,576	\$ 69,108,921
Capital Outlay 6000-6999	\$ 7,796,924	\$ 7,700,545	\$ 7,150,545
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ 600,000	\$ 600,000	\$ 600,000
Transfers of Indirect Costs 7300-7399	\$ 13,346,358	\$ 15,027,071	\$ 14,705,368
Other Adjustments		\$ -	\$ -
<b>TOTAL EXPENDITURES</b>	\$ 476,069,891	\$ 466,642,399	\$ 448,865,073
<b>OTHER FINANCING SOURCES/USES</b>			
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -
Contributions 8980-8999	\$ 123,934,633	\$ 134,360,728	\$ 137,785,933
<b>OPERATING SURPLUS (DEFICIT)*</b>	\$ (72,026,478)	\$ (13,167,520)	\$ (4,587,014)
<b>BEGINNING FUND BALANCE</b>			
9791	\$ 91,722,004	\$ 19,695,526	\$ 6,528,006
Audit Adjustments/Other Restatements 9793/9795	\$ -		
<b>ENDING FUND BALANCE</b>	\$ 19,695,526	\$ 6,528,006	\$ 1,940,992
<b>COMPONENTS OF ENDING FUND BALANCE:</b>			
Nonspendable 9711-9719	\$ -	\$ -	\$ -
Restricted 9740	\$ 19,695,526	\$ 6,528,006	\$ 1,940,992
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	2021-22	2022-23	2023-24
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
<b>REVENUES</b>			
LCFF Revenue 8010-8099	\$ 756,123,729	\$ 754,306,287	\$ 745,351,264
Federal Revenue 8100-8299	\$ 152,916,965	\$ 197,468,730	\$ 189,808,893
Other State Revenue 8300-8599	\$ 139,875,490	\$ 134,258,899	\$ 129,374,790
Other Local Revenue 8600-8799	\$ 12,535,506	\$ 12,268,492	\$ 11,988,388
<b>TOTAL REVENUES</b>	<b>\$ 1,061,451,690</b>	<b>\$ 1,098,302,408</b>	<b>\$ 1,076,523,335</b>
<b>EXPENDITURES</b>			
Certificated Salaries 1000-1999	\$ 462,356,868	\$ 458,647,019	\$ 458,408,861
Classified Salaries 2000-2999	\$ 121,370,506	\$ 124,408,154	\$ 124,733,293
Employee Benefits 3000-3999	\$ 291,469,994	\$ 318,454,368	\$ 328,891,496
Books and Supplies 4000-4999	\$ 85,286,828	\$ 78,046,849	\$ 70,286,065
Services and Other Operating Expenditures 5000-5999	\$ 129,167,292	\$ 135,816,293	\$ 129,930,445
Capital Outlay 6000-6999	\$ 8,589,576	\$ 20,373,197	\$ 10,323,197
Other Outgo (excuding Indirect Costs) 7100-7299 7400-7499	\$ 700,000	\$ 700,000	\$ 700,000
Transfers of Indirect Costs 7300-7399	\$ (1,567,187)	\$ (1,579,228)	\$ (1,560,432)
Other Adjustments		\$ -	\$ -
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,097,373,877</b>	<b>\$ 1,134,866,652</b>	<b>\$ 1,121,712,925</b>
<b>OTHER FINANCING SOURCES/USES</b>			
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ 6,000,000	\$ 6,000,000	\$ 6,000,000
Contributions 8980-8999	\$ -	\$ -	\$ -
<b>OPERATING SURPLUS (DEFICIT)*</b>	<b>\$ (41,922,187)</b>	<b>\$ (42,564,244)</b>	<b>\$ (51,189,590)</b>
<b>BEGINNING FUND BALANCE</b>			
9791	\$ 410,500,084	\$ 368,577,897	\$ 326,013,653
Audit Adjustments/Other Restatements 9793/9795	\$ -		
<b>ENDING FUND BALANCE</b>	<b>\$ 368,577,897</b>	<b>\$ 326,013,653</b>	<b>\$ 274,824,063</b>
<b>COMPONENTS OF ENDING FUND BALANCE:</b>			
Nonspendable 9711-9719	\$ 2,493,050	\$ 2,493,050	\$ 2,493,050
Restricted 9740	\$ 19,695,526	\$ 6,528,006	\$ 1,940,992
Committed 9750-9760	\$ 42,100,000	\$ 42,100,000	\$ 42,100,000
Assigned 9780	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ 21,442,685	\$ 22,510,390	\$ 22,247,315
Unassigned/Unappropriated Amount 9790	\$ 282,846,636	\$ 252,382,207	\$ 206,042,706

\*Net Increase (Decrease) in Fund Balance

**NOTE: 9790 amounts must be positive**

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

		2021-22	2022-23	2023-24
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 1,103,373,877	\$ 1,140,866,652	\$ 1,127,712,925
b.	Less: Special Education Pass-Through Funds	\$ -	\$ -	\$ -
c.	Net Expenditures, Transfers Out, and Uses	\$ 1,103,373,877	\$ 1,140,866,652	\$ 1,127,712,925
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)	\$ 22,067,478	\$ 22,817,333	\$ 22,554,259

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

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9789)	\$ 21,442,685	\$ 22,510,390	\$ 22,247,315
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	\$ 282,846,636	\$ 252,382,207	\$ 206,042,706
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	\$ 304,289,321	\$ 274,892,597	\$ 228,290,021
f.	Reserve for Economic Uncertainties Percentage	27.58%	24.10%	20.24%

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

2021-22	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2022-23	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2023-24	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

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

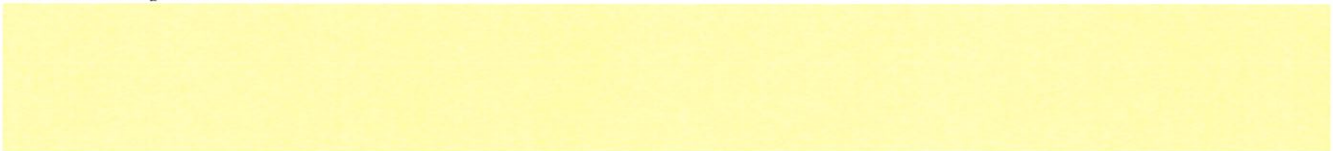
Long Beach Unified School District  
 Teachers Association of Long Beach K-12 and CDC/Head Start

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	\$ 31,966,733
General Fund balance Increase/(Decrease), Page 4c, Column 2	\$ (31,239,611)
Adult Education Fund balance Increase/(Decrease), Page 4d, Column 2	\$ (21,685)
Child Development Fund balance Increase/(Decrease), Page 4e, Column 2	\$ (705,437)
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)	\$ (31,966,733)

Variance \$ -

Variance Explanation:



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)?	\$(10,682,576)	(1.0%)	Spending down one time funds
Current FY Surplus/(Deficit) after settlement(s)?	\$(41,922,187)	(3.8%)	Spending down one time funds
1st Subsequent FY Surplus/(Deficit) after settlement(s)?	\$(42,564,244)	(3.7%)	LCFF Revenue drop/raise/spending down c
2nd Subsequent FY Surplus/(Deficit) after settlement(s)?	\$(51,189,590)	(4.5%)	LCFF Revenue drop/raise/spending down c

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 8a.

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	\$ -	

**J. 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, 2021 to June 30, 2022.

**Board Actions**

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

Current Year

<b>Budget Adjustment Categories:</b>	<b>Budget Adjustment Increase/(Decrease)</b>
Revenues/Other Financing Sources	\$ -
Expenditures/Other Financing Uses	\$ 31,966,733
Ending Balance(s) Increase/(Decrease)	\$ (31,966,733)

Subsequent Years

<b>Budget Adjustment Categories:</b>	<b>Budget Adjustment Increase/(Decrease)</b>
Revenues/Other Financing Sources	\$ -
Expenditures/Other Financing Uses	\$ -
Ending Balance(s) 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)

5-5-22  
 \_\_\_\_\_  
 Date

I hereby certify       I am unable to certify

  
 \_\_\_\_\_  
 Chief Business Official  
 (Signature)

5/5/22  
 \_\_\_\_\_  
 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:

Area with horizontal lines for entering assumptions and explanations.

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

Area with horizontal lines for entering concerns regarding affordability of agreement in subsequent years.



**K. CERTIFICATION NO. 2**

The disclosure document must be signed by the district Superintendent at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Sections 3540.2(a) and 3547.5.

Long Beach Unified School District

**District Name**



**District Superintendent**  
(Signature)

5-23-2022

**Date**

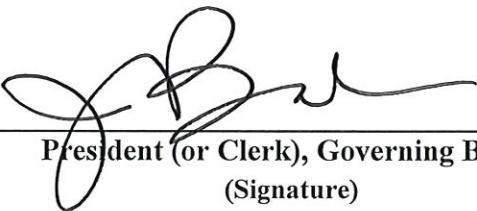
Renee Arkus, Executive Director of Fiscal Services

**Contact Person**

562-997-8126

**Phone**

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on May 18, 2022, took action to approve the proposed agreement with the Teachers Association of Long Beach K-12 and CDC/Head Start Bargaining Unit(s).



**President (or Clerk), Governing Board**  
(Signature)

5-23-2022

**Date**

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

## TALB - K12 AND CDC/HEAD START NEGOTIATIONS FOR 2021-2022

**Tentative Agreement between  
Long Beach Unified School District  
and  
Teachers Association of Long Beach  
CDC and Head Start  
April 29, 2022**

The Long Beach Unified School District (District) and the Teachers Association of Long Beach (TALB) have completed negotiations for the 2021-2022 school years and agree to the full successor agreement set to take effect on July 1, 2022 and terminate on June 30, 2024. Both parties agree to maintain the provisions of the current certificated bargaining agreements except as follows:

### ARTICLE IV – ASSOCIATION RIGHTS

**A. ASSOCIATION USE OF DISTRICT FACILITIES:** The Association and its members may utilize District school buildings and facilities.

**4. Use of School Telephones and Cell Phones:**

- a. During those times when the employee is not responsible for the instruction and/or supervision of students or other assigned duties and provided no pay phone **or personal cell phone** is available, the school telephone may be used for calls concerning matters of serious and compelling personal importance that cannot be made before or after the workday.
- b. In addition to 4.a., designated site representatives, when not responsible for the instruction and/or supervision of students or other assigned duties, will have reasonable use of a school telephone for local calls involving representation matters. The conduct of Association business will not interfere with the business of the District.
- c. The use of the District phone to conduct personal enterprise is prohibited. Toll calls shall be charged to the employee's home phone bill by the employee.

**G. NEW UNIT MEMBER INFORMATION**

Except for unit members who have submitted written requests pursuant to Government Code section 6254.3 (c) prohibiting the disclosure of their home address, home telephone number, personal cellular telephone number, personal email address, or ~~hire-date~~ **of birth**, the District shall provide TALB with unit member information on the new teacher hires.

The unit member information will be provided to TALB electronically via a mutually agreeable secure FTP site or service, at TALB's expense, within thirty (30) days from the

date of hire. This contact information shall include the following items, if they are included in the District's records, with each field in its own column:

- i. First name;
- ii. Middle initial;
- iii. Last name;
- iv. Suffix (e.g. Jr., III);
- v. Job title;
- vi. Department;
- vii. Primary worksite name;
- viii. Work telephone number;
- ix. Work telephone extension;
- x. Home, street address (incl. apartment #);
- xi. City;
- xii. State;
- xiii. ZIP Code (5 or 9 digits);
- xiv. Home telephone number (10 digits);
- xv. Personal cellular telephone number (10 digits);
- xvi. Personal email address of the employee;
- xvii. Hire date

Periodic Update of Contact Information: Subject to **prohibitions of disclosure outlined to 1-b)** above, the District shall provide TALB with a list of all bargaining unit members' names and contact information on the last working day of September, January, and May of each school year. The information will be provided to TALB electronically via a mutually agreeable secure FTP site or services at TALB's expense.

TALB agrees to provide Employee Relations Services with the names of designated site representatives and to update the list as changes occur. The District agrees to provide the Association public documents distributed to school board members and the press in preparation for meetings of the Board of Education.

#### J. **ASSOCIATION LEAVE:**

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

## ARTICLE VI – COMPENSATION

### A. SALARIES:

7. **403(b) and 457 Plans.** Unit members may participate in the District approved tax sheltered annuity plans, including the 403(b) 457 plans, through voluntary payroll deduction. The District shall pay the fees, if any, of a third party administrator who will be responsible for plan administration and compliance. The District shall consult with TALB when considering a change in the 403(b) or 457 third party administrator.

### Appendix B: Salaries

**Salary: 4.5% increase to bargaining unit salary schedules, stipends, and rates of pay for 2021-2022 retroactive to July 1, 2021. An additional one time off-schedule payment of 2.5% for 2021-2022 based on the unit members' earnings for the 2021-2022 fiscal year.**

### B. HEALTH AND WELFARE BENEFITS

6. **Health Insurance.** Employees may choose coverage for themselves and their eligible dependents or ~~same-gender~~ domestic partners for whom a Declaration of Domestic Partnership is currently on file in the office of the Secretary of State for the State of California. A choice shall be made from any one of the approved plans described below during the enrollment period announced by the Risk Management Branch.
  - c. **PPO. COMPREHENSIVE MAJOR MEDICAL.** Continuation of existing plan without modification of benefits, except as noted.
    - c. **Chiropractic Care PPO: Up to 25 visits per injury. Extra visits must be deemed medically necessary as of 1/1/22**

## ARTICLE VII – LEAVES OF ABSENCES

### C. Leaves of Absence With Pay

3. **Sick Leave:**
  - d. **Kin Care Leave (Labor Code § 233):** 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 **or take to a doctor for preventive care** a child, parent, parent in law, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. This leave shall be prorated for part-time unit members. **The District may require a**

**statement of verification from a physician or a recognized practitioner verifying the illness of the employee's family member.**

4. **Personal Necessity Leave:** (Use of Sick Leave for personal necessity.)
  - b. Where possible, and with the exception of (8 7) above, employees shall notify the site manager not later than 2:00 p.m. on the day prior to the workday when leave is to be taken.
  
10. **Judicial Leave.** A paid leave of absence shall be granted to an employee required to render jury service. If an employee is summoned to appear for jury duty during his/her work year, the employee shall, upon verification of service, be compensated. **Employees who receive compensation from the court for jury service performed during a regular duty day, shall reimburse the district that exact amount.** In the interests of supporting continuity of instruction, both the Association and the District encourage employees to postpone jury duty during non-work days. If an employee receives such a postponement, the District, upon receipt of verification, shall compensate the employee at a rate of \$75 per day for jury duty served during non-work days.

#### **ARTICLE IX - SAFETY CONDITIONS OF EMPLOYMENT**

- I. The District shall compensate a bargaining unit employee for loss or damage to personal clothing or personal property as defined in Labor Code, section 3208, arising from an accident while acting within the scope of his/her employment. Claims for compensation must be submitted to the Chief Business and Financial Officer on the appropriate form for approval.
  1. The District shall provide for the reimbursement to employees for the loss or destruction, or damage by arson, burglary or vandalism of personal property used in the schools of the District, as follows:
    - a. Reimbursement shall be made only when approval for the use of the personal property in the schools was given before the property was brought to school and when the value of the property was agreed upon by the employee bringing the property and the school administrator or person appointed by the administrator for this purpose at the time the approval for its use was given
    - b. When granted, such approval and agreed-upon value shall be in writing.
    - c. Reimbursement for non-insured value shall be limited to a maximum of \$500 **\$600** per employee per year.
    - d. It is the employee's responsibility to provide reasonable precautions and security for the approved item(s).

2. The District shall provide for the reimbursement of any employee's watch and other jewelry that was damaged or destroyed as a result of an assault or intervention in a fight while acting within the scope of employment. Reimbursement will be limited to a maximum of ~~\$500~~ **\$600**.

P. While on District business, in the event an employee's vehicle is damaged as a result of vandalism or theft, the District will reimburse the employee for the insurance deductible payment in an amount not to exceed ~~\$500~~ **\$600** per incident.

The above is contingent upon all of the following:

1. The employee secures a police report regarding the vehicular vandalism or **theft** within twenty-four (24) hours of the incident.
2. The damaged vehicle was parked at an appropriate location in a legal manner on or near school district property while the employee was required to be engaged in District business.
3. The employee provides the Risk Management Branch with evidence of the amount of insurance deductible payment actually made by the employee to his/her insurance company.

#### **ARTICLE XI - EVALUATION PROCEDURE**

A. **FREQUENCY.** Evaluation and assessment of the performance of employees shall be made on a continuing basis at least once each school year for temporary and probationary personnel and at least once every other year for employees with permanent status.

##### **CDC Teachers**

Effective with the 2008-09 school year, CDC unit members with permanent status shall be evaluated at least every five (5) years if they have been employed by the district for ten (10) years or more as a CDC teacher and if the evaluator and the unit member consent to such a timeline. **Upon completing the final evaluation, the administrator will indicate if the unit member is recommended for the 5 year cycle.** In order to be eligible for the five year cycle a unit member's most recent evaluation must contain an overall rating of at least Effective.

Either the evaluator or the unit member may withdraw from this cycle at any time and such withdrawal shall not be subject to the grievance procedure. Upon request the evaluator will meet with the unit member to explain the reasons for withdrawal.

## ARTICLE XII – GRIEVANCE PROCEDURE

### A. DEFINITION:

2. A "grievant" may be any employee in the bargaining unit covered by the terms of this contract. **The District and TALB reserve the right to combine multiple like grievances upon mutual agreement.** The Association may file grievances that relate to the explicit language contained in Article IV, Association Rights, of this contract.

### B. INFORMAL LEVEL:

1. Within twenty (20) days after the alleged violation (except for payroll errors) and before filing a formal written grievance, the grievant shall attempt to resolve his/her claim by an informal conference with his/her **immediate** site manager. If the employee requests, an Association representative may participate with the employee in the informal conference. It shall be the grievant's responsibility to inform the **immediate** manager that the conference is for the purpose of seeking to resolve the grievance at the informal level.
2. The immediate manager shall provide a response within five (5) days of the informal conference.

### C. FORMAL LEVEL – STEP 1:

Within ten (10) days of the informal conference, should the grievance not be resolved, the grievant shall present his/her grievance in writing on the District Certificated Unit Grievance Form to his/her **immediate** site manager.

1. The statement of the grievance shall be a clear, concise statement of the circumstances giving rise to the grievance, shall include the specific article, section, and paragraph of the contract allegedly misapplied, misinterpreted, or violated, and shall specify the remedy sought.
2. The immediate manager shall communicate the decision to the employee in writing within ten (10) days after receiving the grievance **or within five (5) days following a conference.**

### D. FORMAL LEVEL – STEP 2:

Upon receipt of the Step 1 response, and if the decision of the **immediate** manager is not satisfactory, the grievant, within ten (10) days of receipt of the response may file an appeal with Employee Relations Services which shall transmit it to the Superintendent or to another district-level manager designated by the Superintendent.

1. The statement of the grievance shall be a clear, concise statement of the circumstances giving rise to the grievance, shall include the specific article, section, and paragraph of the contract allegedly misapplied, misinterpreted, or violated, and shall specify the remedy sought.

2. The grievant or the respondent (Superintendent or designee) may request a personal conference regarding the grievance. The respondent shall communicate his/her decision in writing to the grievant within fifteen (15) days of receipt of the appeal or within **five (5)** ~~four (4)~~ days following a conference.

**ARTICLE XVIII - TERM OF AGREEMENT**

- A. **This agreement shall take effect beginning July 1, 2022 and terminates June 30, 2025.** Full Contract shall be open for **2024-2025**, with reopeners for **2022-2023** and **2023-2024** on Article VI and three articles selected by each party.

**Signatures:**

**For TALB:**

_____	_____
Corrin Hickey	Date
TALB – Lead Negotiator	

_____	_____
Dr. Christine Kelly	Date
TALB – President	

**For the District:**

_____	_____
Steven Rockenbach	Date
Director of Employee Relations and Ethics	



## TALB - K12 AND CDC/HEAD START NEGOTIATIONS FOR 2021-2022

**Tentative Agreement between  
Long Beach Unified School District  
and  
Teachers Association of Long Beach  
K-12  
April 29, 2022**

The Long Beach Unified School District (District) and the Teachers Association of Long Beach (TALB) have completed negotiations for the 2021-2022 school years and agree to the full successor agreement set to take effect on July 1, 2022 and terminate on June 30, 2024. Both parties agree to maintain the provisions of the current certificated bargaining agreements except as follows:

### ARTICLE II – RECOGNITION OF EXCLUSIVE REPRESENTATIVE

- B. **CERTIFICATED K-12 EMPLOYEES UNIT SHALL INCLUDE:** All regular certificated employees under contract including classroom, JROTC, WBI CTE, specialist teachers, Speech Language Pathologists, Special Day Class Preschool teachers, Transitional Kindergarten teachers, and program facilitators, nurses, librarians, **school and guidance counselors, psychologists**, and retired teachers who continue to receive State Teachers Retirement System benefits and who return to classroom service under selected Education Code provisions.
- C. **CERTIFICATED K-12 EMPLOYEES UNIT SHALL EXCLUDE:** All **Head Counselors, Lead Psychologists**, Child Development Center teachers, Head Start teachers, substitute teachers, part-time hourly teachers, and management, supervisory, and confidential employees.
- F. **TEMPORARY CONTRACT EMPLOYEES.** It is the intent of the District that temporary contract employees with satisfactory performance evaluations be offered regular contracts as soon as possible. Factors contributing to the District's decision to offer a regular contract to a temporary contract employee shall include but not be limited to: temporary funding sources; projected enrollment growth or decline; projected numbers of leaves of absence; credential status; complete employment file; permanent residency status; first-aid requirements; recommendation of immediate supervisor.

### ARTICLE IV – ASSOCIATION RIGHTS

- A. **ASSOCIATION USE OF DISTRICT FACILITIES:** The Association and its members may utilize District school buildings and facilities.
4. **Use of School Telephones and Cell Phones:**

- a. During those times when the employee is not responsible for the instruction and/or supervision of students or other assigned duties and provided no pay phone or **personal cell phone** is available, the school telephone may be used for calls concerning matters of serious and compelling personal importance that cannot be made before or after the workday.
- b. In addition to 4.a., designated site representatives, when not responsible for the instruction and/or supervision of students or other assigned duties, will have reasonable use of a school telephone for local calls involving representation matters. The conduct of Association business will not interfere with the business of the District.
- c. The use of the District phone to conduct personal enterprise is prohibited. Toll calls shall be charged to the employee's home phone bill by the employee.

**G. NEW UNIT MEMBER INFORMATION**

Except for unit members who have submitted written requests pursuant to Government Code section 6254.3 (c) prohibiting the disclosure of their home address, home telephone number, personal cellular telephone number, personal email address, or hire date **of birth**, the District shall provide TALB with unit member information on the new teacher hires.

The unit member information will be provided to TALB electronically via a mutually agreeable secure FTP site or service, at TALB's expense, within thirty (30) days from the date of hire. This contact information shall include the following items, if they are included in the District's records, with each field in its own column:

- i. First name;
- ii. Middle initial;
- iii. Last name;
- iv. Suffix (e.g. Jr., III);
- v. Job title;
- vi. Department;
- vii. Primary worksite name;
- viii. Work telephone number;
- ix. Work telephone extension;
- x. Home, street address (incl. apartment #);
- xi. City;
- xii. State;
- xiii. ZIP Code (5 or 9 digits);
- xiv. Home telephone number (10 digits);
- xv. Personal cellular telephone number (10 digits);
- xvi. Personal email address of the employee;
- xvii. Hire date

Periodic Update of Contact Information: Subject to **prohibitions of disclosure outlined to 1.b** above, the District shall provide TALB with a list of all bargaining unit members' names and contact information on the last working day of September, January, and May of each school year. The information will be provided to TALB electronically via a mutually agreeable secure FTP site or services at TALB's expense.

TALB agrees to provide Employee Relations Services with the names of designated site representatives and to update the list as changes occur. The District agrees to provide the Association public documents distributed to school board members and the press in preparation for meetings of the Board of Education.

#### **J. ASSOCIATION LEAVE:**

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

### **ARTICLE V – DAYS AND HOURS OF EMPLOYMENT**

#### **A. WORKDAY:**

1. 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.

It is further agreed that employees will be available to meet with students and parents at reasonable times before and after the instructional day. A schedule shall be maintained at each school site and **posted on the school's website and the District approved learning management system teacher's page** indicating times when teachers are available to meet with parents and/or students. Copies of the schedule shall be sent home to parents twice a year.

In the elementary schools, teachers shall report for duty and check their mailboxes and email no later than fifteen (15) minutes before the opening of class except when assigned before school duties. Teachers shall remain until after the close of the last scheduled class of the day for Grades 4 and 5, unless they have an after school duty,

are excused earlier or are requested to remain by the principal. On Fridays, teachers may leave the building immediately upon the close of the regular school day for pupils, ~~(afternoon kindergarten teachers may arrive at school fifteen (15) minutes later than the start of their regular duty day)~~, except that if District meetings are scheduled on Friday another "early day" may be designated. **Teachers of kindergarten ("Kindergarten" includes transitional kindergarten, as defined in Education Code Section 48000)** and the first three grades remain on duty as long as teachers of the fourth and fifth grades, unless excused earlier by the principal. ~~All kindergarten teachers (including those without team partners) shall meet their classes for 200 minutes each day and work two hours beyond such time either with their class or in other classrooms at teacher discretion in collaboration with the site administrator. Note: Unless and until negotiated otherwise, the extended or full-day kindergarten will remain voluntary, but no contractual waiver is required.~~

**Beginning the 2022-23 school year, TALB and the District agree to convene a joint committee to meet quarterly to review program support, professional development, analyze data and provide recommendations for improvement. This committee will continue through the length of this contract 2024-25.**

3. In the middle and senior high schools teachers shall, unless assigned to before school duty, report for duty at least fifteen (15) minutes before the opening of the first assigned class, conference period, or homeroom/advisory and shall check their mailboxes daily before the instructional day begins. Teachers shall be present on site for an additional sixty (60) minutes weekly as selected at the professional discretion of the teacher.

Historically, the secondary teacher workday is comprised of six periods (one of which is a conference period). **Block Schedules and 7-period day schedules are alternate schedule options for secondary school sites. Administration and the Site Based Decision Making Body (SDM) will mutually agree upon the schedule format. In the absence of a SDM, the Instructional Leadership Team (ILT) made up of a majority of teachers, may serve this role. Schedule formats must include a daily conference and may not exceed maximum student contacts. Approval of the schedule will be based on a majority (50% plus 1) vote of those Bargaining Unit Members voting. The voting process will only occur to change a schedule. Approved schedules must remain intact for two (2) years. In the event of a fiscal emergency and/or changes in law impacting schedules, this process may be revisited by the District prior to the expiration of the two-year term after consultation with TALB.** If a teacher volunteers to teach an additional class during his/her conference period his/her instructional day is extended approximately one hour before or after the regular instructional day to provide the employee with the conference period allowed for in this Agreement.

4. During any school month, teachers, **certificated staff** may be required to attend on-site meetings not to exceed a total of ~~six (6)~~ **four (4)** hours beyond the instructional day **or duty day for counselors and psychologists**. ~~Two (2) of the six (6) four (4) additional~~ hourly monthly meetings **may be added** are at the discretion of the bargaining unit and principal. The necessity for conducting the two (2) hourly meetings shall be determined monthly at each site by either a simple majority secret ballot vote of the bargaining unit employees who actually vote on the proposal and principal or by the site shared decision-making body. The determination of which process will be used shall be by an annual majority secret ballot vote of the bargaining unit and principal.

Attendance is required at only those meetings authorized by the principal. Such meetings may be held before or after school and should be approximately one hour or less in length. Site meetings beyond the instructional day in a typical school month would include two (2) faculty meetings and two (2) other meetings; (e.g., grade level, department, program review and/or in-service). In the event of a school or District emergency, or urgent school business, principals may call additional meetings with the approval of the appropriate assistant/deputy superintendent.

Special education teachers may be required to attend one off-site in-service meeting per month as authorized by the Assistant Superintendent, Special Education. Such off-site meetings beyond the instructional day should be approximately one hour or less in length and will be included in the monthly computation.

During the term of this Agreement, the District shall maintain its practice of treating IEP meetings as mandatory; bargaining unit members attending such meetings beyond the duty day and in excess of four hours per month shall be paid therefore at their regular hourly rate provided they submit the Documentation of Mandatory Meeting Form **to the Superintendent's Office of School Support Services**.

5. The on-site workday for other unit members shall be as follows:  
On-site work hours for secondary school librarians and program facilitators shall be eight (8) hours per day exclusive of lunch, except Friday when they may leave twenty (20) minutes prior to the end of their regularly assigned workday.

On-site work hours for nurses shall be seven and one-half (7.5) hours per day exclusive of lunch, except Friday when they may leave twenty (20) minutes prior to the end of their regularly assigned workday. If the principal or his/her designee determines it is necessary for the employee to remain on-site to perform the assigned duties of the position or to fulfill his/her professional obligations appropriate to his/her assignment, the principal or his/her designee shall direct the employee to remain on-site up to a maximum of eight (8) hours a day.

**The on-site workday for counselors and psychologists shall be eight (8) hours per day exclusive of lunch.**

Modifications of the on-site work hours and the "early day" may be mutually agreed to by the employee and the site manager to accommodate a variety of job responsibilities that may be accomplished at a location other than the school site and/or outside of normal working hours. Driving time between District sites shall be included as part of the normal working day exclusive of the duty-free lunch period.

7. It is recognized that in carrying out job responsibilities, each employee shall perform many duties and adjunct responsibilities which occur outside of the scheduled on-site duty day. Such duties may involve activities such as sponsorship of student activities, and participation in school, districtwide, and parent-community committees and/or functions. It is intended that such adjunct duties will be assumed equitably by all unit members. Volunteers will be sought and a site shared decision-making process may be used to distribute adjunct duties; however, if there are insufficient volunteers, the manager retains the right to assign unit members to meet the needs of the school. The maximum expectancy for any secondary school teacher shall be twenty (20) hours per semester or forty (40) per year, exclusive of faculty/department meetings.

**Psychologists and counselors will not be subject to adjunct duty as described for teachers. However, psychologists and counselors are responsible for coordination with outside agencies such as, but not limited to, Department of Children and Family Services responses, working with psychiatric response teams and School Based Mental Health.**

#### **14. Electronic Grading and Communication System**

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

**B WORK YEAR:**

**3. Counselors and School Psychologists:**

- a. **Traditional Schedule.** The assigned work year shall encompass two hundred twenty (220) assigned days (one hundred ninety-three [193] actual days), dates for which are specified in the calendars (see Appendix A).

**Note: Balance of section B - Work Year will need to be renumbered.**

**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. In addition, effective the first school day each year, Catalina Island employees shall receive a travel expense allowance. For ~~2018-19~~ **2021-2022**, the allowance is **\$1,153.78** ~~\$1,120~~. 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.
9. **403(b) and 457 Plans.** Unit members may participate in the District approved tax sheltered annuity plans, including the 403(b) **and 457** plans, through voluntary payroll deduction. The District shall pay the fees, if any, of a third party administrator who will be responsible for plan administration and compliance. The District shall consult with TALB when considering a change in the 403(b) **or 457** third party administrator.

**B. HEALTH AND WELFARE BENEFITS**

6. **Health Insurance.** Employees may choose coverage for themselves and their eligible dependents or same-gender domestic partners for whom a Declaration of Domestic Partnership is currently on file in the office of the Secretary of State for the State of California. A choice shall be made from any one of the approved plans described below during the enrollment period announced by the Risk Management Branch.

- c. **PPO. COMPREHENSIVE MAJOR MEDICAL.** Continuation of existing plan without modification of benefits, except as noted.
- c. **Chiropractic Care PPO: Up to 25 visits per injury. Extra visits must be deemed medically necessary as of 1/1/22**

## Appendix B: Salaries

**Salary: 4.5% increase to bargaining unit salary schedules, stipends, and rates of pay for 2021-2022 retroactive to July 1, 2021. An additional one time off-schedule payment of 2.5% for 2021-2022 based on the unit members' earnings for the 2021-2022 fiscal year.**

### Salary Schedule S -Additions

- **Beach Volleyball: Standard coaching stipends assigned to similar levels**
- **Lacrosse V & JV: Standard coaching stipends assigned to similar levels**
- **Cheer: Standard coaching stipends assigned to similar levels**
- **Academic Team Coach: Same Stipend as Speech Director - \$4533.03**

## Article VII - LEAVE OF ABSENCES (K-12)

### C. LEAVES OF ABSENCE WITH PAY

#### 3. Sick Leave:

- d. **Kin Care Leave (Labor Code § 233):** 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 **or take to a doctor for preventive care** a child, parent, parent in law, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. This leave shall be prorated for part-time unit members. **The District may require a statement of verification from a physician or a recognized practitioner verifying the illness of the employee's family member.**

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

- b. Where possible, and with the exception of (8 7) above, employees shall notify the site manager not later than 2:00 p.m. on the day prior to the workday when leave is to be taken.



10. **Parental Leave for Child Bonding/Child Care**

- a. When a unit member has exhausted all current and accumulated sick leave and continues to be absent on account of parental leave under the California Family Rights Act (Government code § 12945.2), he/she shall be entitled to statutory half pay for the remainder of the 12-workweek period. Such half pay shall be paid as set for in Section VII.C.5, but shall not count against the leave entitlement set for in that section. In order to use statutory half pay during parental leave, the unit member must be eligible for leave under the California Family Rights Act, except that he/she is not required to have worked 1,250 hours in the 12 months immediately preceding the leave.

11. **Judicial Leave.** A paid leave of absence shall be granted to an employee required to render jury service. If an employee is summoned to appear for jury duty during his/her work year, the employee shall, upon verification of service, be compensated. **Employees who receive compensation from the court for jury service performed during a regular duty day, shall reimburse the district that exact amount.** In the interests of supporting continuity of instruction, both the Association and the District encourage employees to postpone jury duty during non-work days. If an employee receives such a postponement, the District, upon receipt of verification, shall compensate the employee at a rate of \$75 per day for jury duty served during non-work days.

**ARTICLE IX - SAFETY CONDITIONS OF EMPLOYMENT**

- I. The District shall compensate a bargaining unit employee for loss or damage to personal clothing or personal property as defined in Labor Code, section 3208, arising from an accident while acting within the scope of his/her employment. Claims for compensation must be submitted to the Chief Business and Financial Officer on the appropriate form for approval.
  1. The District shall provide for the reimbursement to employees for the loss or destruction, or damage by arson, burglary or vandalism of personal property used in the schools of the District, as follows:
    - a. Reimbursement shall be made only when approval for the use of the personal property in the schools was given before the property was brought to school and when the value of the property was agreed upon by the employee bringing the property and the school administrator or person appointed by the administrator for this purpose at the time the approval for its use was given
    - b. When granted, such approval and agreed-upon value shall be in writing.
    - c. Reimbursement for non-insured value shall be limited to a maximum of \$500 **\$600** per employee per year.
    - d. It is the employee's responsibility to provide reasonable precautions and security for the approved item(s).

2. The District shall provide for the reimbursement of any employee's watch and other jewelry that was damaged or destroyed as a result of an assault or intervention in a fight while acting within the scope of employment. Reimbursement will be limited to a maximum of ~~\$500~~ **\$600**.

N. It is not the intent of the District to require any non-medical unit member to perform specialized health care services; e.g., tracheotomy care, catheterization, insulin injections. If the District contemplates a change with respect to this issue, the District and Association shall meet and negotiate the conditions under which such services shall be performed.

P. While on District business, in the event an employee's vehicle is damaged as a result of vandalism or theft, the District will reimburse the employee for the insurance deductible payment in an amount not to exceed ~~\$500~~ **\$600** per incident.

The above is contingent upon all of the following:

1. The employee secures a police report regarding the vehicular vandalism or **theft** within twenty-four (24) hours of the incident.
2. The damaged vehicle was parked at an appropriate location in a legal manner on or near school district property while the employee was required to be engaged in District business.
3. The employee provides the Risk Management Branch with evidence of the amount of insurance deductible payment actually made by the employee to his/her insurance company.

T. **If the District determines that a student has committed an expellable act, as defined in Education Code 48915(a)(1), against a teacher, the student will be removed from the affected teacher's class and reasonable effort will be made to avoid placing the student in the affected teacher's classroom during re-entry consideration. The site principal will meet with the affected teacher(s) and develop a behavior contract for the student and outline teacher support.**

#### ARTICLE X - CLASS SIZE AND STAFFING RATIOS

A. The following class size maximums shall be adhered to:

<u>Level, Grade, or Subject</u>	<u>Class Sizes</u>	Maximums
		<u>Total Students</u>
<b><u>Secondary</u></b>		
English (Drama and Journalism excepted)	35	<b>175</b>
Foreign Languages, Laboratory Science, Mathematics, and Social Studies	37	<b>185</b>
Typing	42	
Regular Physical Education	54	<b>270</b>

Music	54	<b>270</b>
All others	39	<b>195</b>

- C. If at any time during the school year a class is in excess of the class size maximums, it is the intent of the District that a return to maximum will be achieved at the earliest possible date but no later than twenty (20) school days after the date the class enrollment exceeds the contractual maximum. Before any student is assigned to a class in excess of the maximum class size, a manager shall review the assignment with the affected teacher. At the request of the teacher, when class enrollment has exceeded the contractual maximum for ten (10) or more school days, the manager and teacher will meet to review the status of the over maximum situation. The teacher may request TALB representation at the above described meetings.
- G. The following provisions shall apply in determining staffing ratios of **counselors, psychologists, nurses and librarians**.
1. The District shall determine the level of **counselor, psychologist, nurse and librarian** service at each school/program site.
  2. **Counselor, psychologist, nurse and librarian** time provided with categorical program funds shall be in addition to the District-provided general allocation.
  3. When the levels of service and numbers of **counselors, psychologists, nurses and librarians** have been determined, the manager in charge of each service shall develop the schedule for providing service to schools/programs.
  4. Factors to be used in determining the scheduling and staffing ratios shall be as follows:
    - a. Number of staff budgeted and available for service;
    - b. Number of staff days available for District-funded service;
    - c. Number of schools/students to be served;
    - d. Geographical location of assignments for an individual;
    - e. Number of elementary and secondary schools to be served by an individual;
    - f. Other factors deemed pertinent by the manager.
  5. Prior to the beginning of the school year, the managers shall confer with a representative group (**counselors/psychologists/nurses/librarians**) in the process of scheduling equitable staffing ratios. The Association shall be advised of the meeting date with the **counselor/psychologist/nurse/librarian** group and shall have the right to have an Association representative present at the meeting. The scheduling decisions of the manager shall be final

## ARTICLE XII – EVALUATION PROCEDURES

- A. **FREQUENCY.** Evaluation and assessment of the performance of employees shall be made on a continuing basis at least once each school year for temporary and probationary personnel and at least once every other year for employees with permanent status. Employees may elect to ~~will~~ complete their evaluation forms either ~~manually or~~ online. **Annually** the district and TALB will assess the online evaluation's **ease of use, usage and select the best option for future years based on the evaluation usage, security, adequacy** and effectiveness.

Effective with the 2008-09 school year, unit members with permanent status shall be evaluated at least every five (5) years if they have been employed by the district for ten (10) years or more and if the evaluator and the unit member consent to such a timeline. **Upon completing the final evaluation, the administrator will indicate if the unit member is recommended for the 5 year cycle.** In order to be eligible for the five year cycle a unit member must be deemed to be "highly qualified" as defined in the No Child Left Behind Act (20 U.S.C. 7801) and his/her most recent evaluation must contain an overall rating of at least Satisfactory or Effective. For eligible unit members who do not teach in "core academic" subjects, qualification requirements shall be the same as for teachers of "core academic" subjects. For eligible unit members who are not classroom teachers the District and Association shall review and agree on appropriate comparable criteria.

Either the evaluator or the unit member may withdraw from this cycle at any time and such withdrawal shall not be subject to the grievance procedure. Upon request the evaluator will meet with the unit member to explain the reasons for withdrawal.

- D. **NOTIFICATION OF EMPLOYEES.** Employees to be evaluated shall receive a copy of the evaluation procedures within four (4) weeks after the beginning of their school session work year, traditional or year-round calendar. Those employees will be advised of the evaluation policy, procedures, standards, and expectations by their evaluator no later than the end of the fifth school week. **Except in extenuating circumstances, District and site goals will be provided to teachers one week prior to the teacher's goals deadline.**

Standardized test norms shall not be used for teacher evaluation. Personnel shall be judged on the District-adopted evaluation objectives and performance standards. Such objectives and standards shall be in writing and made available to the evaluatee prior to any period in which he/she is evaluated.

M. **COUNSELOR EVALUATION (new section)**

**The counselor evaluation process is intended to be a cycle of continuous improvement as represented in the figure below, with counselors playing a more active, engaged role in their own professional growth and development. The process begins with self-assessment through data analysis and self-reflection. A goal setting conference sets the**

stage for implementing a goal-driven plan for the year. Throughout the school year, the plan is implemented and evidence is collected. The cycle continues with a mid-year progress check and consultation, followed by continued implementation. The latter part of the process offers counselors the chance to review interim data and reflect on progress to date, a step that ultimately informs. The Evaluation Committee will review the existing process and prepare for regular implementation in 2022-2023.

N. **PSYCHOLOGIST EVALUATION (new section)**

The Evaluation Committee will review the current draft model to prepare for pilot implementation during the 2022-2023 school-year. Full scale rollout will take place during the 2023-2024 school year.

**ARTICLE XIII – GRIEVANCE PROCEDURE**

A. **DEFINITION:**

2. A "grievant" may be any employee in the bargaining unit covered by the terms of this contract. **The District and TALB reserve the right to combine multiple like grievances upon mutual agreement.** The Association may file grievances that relate to the explicit language contained in Article IV, Association Rights, of this contract.

B. **INFORMAL LEVEL:**

1. Within twenty (20) days after the alleged violation (except for payroll errors) and before filing a formal written grievance, the grievant shall attempt to resolve his/her claim by an informal conference with his/her **immediate** site manager. If the employee requests, an Association representative may participate with the employee in the informal conference. It shall be the grievant's responsibility to inform the **immediate** manager that the conference is for the purpose of seeking to resolve the grievance at the informal level.
2. The immediate manager shall provide a response within five (5) days of the informal conference.

C. **FORMAL LEVEL – STEP 1:**

Within ten (10) days of the informal conference, should the grievance not be resolved, the grievant shall present his/her grievance in writing on the District Certificated Unit Grievance Form to his/her **immediate** site manager.

1. The statement of the grievance shall be a clear, concise statement of the circumstances giving rise to the grievance, shall include the specific article, section, and paragraph of the contract allegedly misapplied, misinterpreted, or violated, and shall specify the remedy sought.

2. The immediate manager shall communicate the decision to the employee in writing within ten (10) days after receiving the grievance **or within five (5) days following a conference.**

**D. FORMAL LEVEL – STEP 2: TA - 2/4/22**

Upon receipt of the Step 1 response, and if the decision of the **immediate** manager is not satisfactory, the grievant, within ten (10) days of receipt of the response may file an appeal with Employee Relations Services which shall transmit it to the Superintendent or to another district-level manager designated by the Superintendent.

1. The statement of the grievance shall be a clear, concise statement of the circumstances giving rise to the grievance, shall include the specific article, section, and paragraph of the contract allegedly misapplied, misinterpreted, or violated, and shall specify the remedy sought.
2. The grievant or the respondent (Superintendent or designee) may request a personal conference regarding the grievance. The respondent shall communicate his/her decision in writing to the grievant within fifteen (15) days of receipt of the appeal or within **five (5) four (4) days** following a conference.

**ARTICLE XVIII - TERM OF AGREEMENT**

- A. **This agreement shall take effect beginning July 1, 2022 and terminates June 30, 2025.** Full Contract shall be open for **2024-2025**, with reopeners for **2022-2023** and **2023-2024** on Article VI and three articles selected by each party.

**APPENDIX B**

**Pathway Leads – Additional Amount**

**Pathway Leads will be paid in their regular paycheck and the additional amount will be included in the Notice of Assignment.**

**APPENDIX D**

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

If teachers holding National Board Certification choose, they may serve as designated master teachers under the direction of the Assistant Superintendent, Curriculum, Instruction, and Professional Development. In this role teachers shall be expected to provide sixty (60) hours of service outside the employee's regularly assigned work year. **A plan detailing how these hours will be completed must be submitted by the first Friday in October.** Service shall be in one or more of the following areas:

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

**Signatures:**

**For TALB:**

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Corrin Hickey  
TALB – Lead Negotiator

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Date

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Dr. Christine Kelly  
TALB – President

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Date

**For the District:**

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Steven Rockenbach  
Director of Employee Relations and Ethics

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Date



EMPLOYEE RELATIONS SERVICES

To support the personal and intellectual success of every student, every day

2024-25 Calendar for the TRADITIONAL School Year

Final: April 8, 2022

Calendar grid with columns for School Month, Dates, First Week, Second Week, Third Week, Fourth Week, and Student/Teacher Day counts.

SPECIAL DATES, HOLIDAYS, SYMBOLS, EMPLOYEE DUTY YEAR, and Calendars rtf sections.





**EMPLOYEE RELATIONS SERVICES**

To support the personal and intellectual success of every student, every day

**2025-26 Calendar for the TRADITIONAL School Year**

Final: April 8, 2022

School Month	Dates	First Week					Second Week					Third Week					Fourth Week					Student Teacher Day	Teacher Day															
		M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F																	
	Jul 1 - Jul 12											Jul 1	2	3	4	+	21	22	23	24	25	28	29	30	31	1	7	8	9	10	11	0	0					
1	Jul 13 - Aug 9	14	15	16	17	18	18	19	20	21	22	25	26	27	28	29	2	3	4	5	6	29	30	31	1	2	4	5	6	7	8	0	0					
2	Aug 10 - Sep 6	11	12	13	14	15	15	16	17	18	19	22	23	24	25	26	22	23	24	25	26	22	23	24	25	26	29	30	31	1	2	3	4	5	6	7	7	8
3	Sep 7 - Oct 4	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	20	21	22	23	24	20	21	22	23	24	27	28	29	30	31	20	20					
4	Oct 5 - Nov 1	6	7	8	9	10	10	11	12	13	14	15	16	17	18	19	17	18	19	20	21	17	18	19	20	21	24	25	26	27	28	14	14					
5	Nov 2 - Nov 29	Nov 3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	15	16	17	18	19	12	13	14	15	16	22	23	24	25	26	15	15					
6	Nov 30 - Dec 27	Dec 1	2	3	4	5	5	6	7	8	9	10	11	12	13	14	12	13	14	15	16	9	10	11	12	13	19	20	21	22	23	14	14					
7	Dec 28 - Jan 24	Dec 26	27	28	29	30	Feb 2	3	4	5	6	7	8	9	10	11	9	10	11	12	13	16	17	18	19	20	16	17	18	19	20	18	18					
8	Jan 25 - Feb 21	23	24	25	26	27	Mar 2	3	4	5	6	7	8	9	10	11	9	10	11	12	13	16	17	18	19	20	16	17	18	19	20	20	20					
9	Feb 22 - Mar 21	23	24	25	26	27	30	31	1	2	3	4	5	6	7	8	6	7	8	9	10	4	5	6	7	8	13	14	15	16	17	14	14					
10	Mar 22 - Apr 18	20	21	22	23	24	27	28	29	30	1	2	3	4	5	6	4	5	6	7	8	4	5	6	7	8	11	12	13	14	15	20	20					
11	Apr 19 - May 16	18	19	20	21	22	+	25	26	27	28	29	30	31	1	2	Jun 1	2	3	4	5	Jun 1	2	3	4	5	8	9	10	11	12	18	19					
	May 17 - Jun 13	15	16	17	18	19	22	23	24	25	26	27	28	29	30	29	30	29	30	29	30	29	30	29	30	0	0	0	0									
	Jun 14 - Jun 30																														180	182						

**HOLIDAYS**  
 Jul 4 Independence Day 2025  
 Sep 1 Labor Day  
 Nov 11 Veteran's Day  
 Nov 27-28 Thanksgiving  
 Dec 24-25 Christmas  
 Jan 1 New Year's Day Holiday  
 Jan 19 M. L. King, Jr. Day  
 Feb 9 Lincoln Day  
 Feb 16 Washington Day  
 Apr 3 Admission Day  
 May 25 Memorial Day  
 Jun 19 Juneteenth

**SPECIAL DATES**  
 Aug 26 First Day For Teachers  
 Aug 27 Fall Semester Begins  
 Sep 16 Elem. School Back To School Night  
 Sep 23 Middle School Back To School Night  
 Sep 30 High School Back To School Night  
 Oct 29 First Quarter Ends  
 Nov 3-10 Elem. Conference Days  
 Nov 24-28 Thanksgiving Recess  
 Dec 22-Jan 2 Winter Recess  
 Jan 23 Fall Semester Ends  
 Jan 26 Spring Semester Begins  
 Mar 19 High School Open House  
 Mar 31-Apr 1 Elem. Conference Days  
 Mar 31 Third Quarter Ends  
 Apr 6-10 Spring Recess  
 May 19 Elem. School Open House  
 May 20 Middle School Open House  
 Jun 11 Spring Semester Ends  
 Jun 12 Last Day For Teachers

**Cal. Calendars.rtf**

**SYMBOLS**  
 + Legal holidays  
 x Holidays declared by the Board  
 # Non-duty day for 12-month employees  
 1 Teachers on duty; students not in school  
 First Day of school for students  
 Teachers and students not in school

**EMPLOYEE DUTY YEAR (includes holidays, recesses, and vacations)**  
 Jul 1 to Jun 30 260 [246]-day employees  
 Aug 11 to Jun 17 224 [196]-day employees (includes 4 discretionary days)  
 Aug 15 to Jun 17 220 [192]-day classified employees  
 Aug 20 to Jun 15 215 [187]-day program facilitators  
 Aug 26 to Jun 12 209 [182]-day employees (most teachers)  
 Aug 27 to Jun 11 207 [180]-day classified employees  
 Aug 27 to Jun 5 204 [177]-day designated CDC teachers