

TENTATIVE AGREEMENT ON 2008-2009 CONTRACT 1-YEAR PACT PROTECTS HEALTH BENEFITS AND SALARY

The District and TALB have reached a one-year agreement that protects and maintains salary and benefits and all other protections in both the K-12 and CDC/Head Start contracts. In addition, the agreement provides several long overdue language improvements in the CDC/Head Start contract AND adds language in both contracts concerning protection of 403b plans.

SUMMARY DETAILS

Term: 1 year (2008-2009)

Takeaways: None – maintain all health, salary and leave language in current K-12 and CDC/Head Start contracts.

Changes to K-12 Contract: Add language regarding 403b plans (guarantee of employer fee payment for plan administration, and notification and consultation with TALB prior to making changes in plan administrator).

Changes to CDC/Head Start Contract: Change procedures for salary schedule unit verification to be consistent with K-12 contract; Eliminate “housekeeper” from calculation of class size ratio; 403b (same changes as K-12); Process clarifications in transfers; Miscellaneous clean-up language with no change in meaning; Clarify every other year evaluation of Head Start teachers (not every year).

The Tentative Agreement is notable for what it does not include...any rollbacks or takeaways in salary, benefits, or leaves. The complete tentative agreement can be viewed at www.talb.org. The Bargaining Team worked hard through hours of negotiations to maintain these important items. The District did make a proposal to limit health benefits while on family medical leave and withdrew it. They also made a proposal to cut the Head Start calendar (and salaries) by 5 days, and withdrew that proposal also.

TALB had hoped for a 2-year agreement to protect salary and benefits. Due to the gloomy news from Sacramento, the district was only willing to come to a one-year agreement. The TALB team determined that it was wise to go ahead and wrap up the current year and protect our contract given the pending cuts in the education budget (some of which may be retroactive to this year). While this means we will immediately begin bargaining a new contract starting next fall, it also restarts the bargaining clock and provides time for TALB and the District to seek the best solutions for a long term contract that protects salary and benefits. We will also pick up where we left off this year on a number of important issues such as improving the transfer process.

The Tentative Agreement must now be ratified by TALB members (you) and the LBUSD School Board. We will hold a General Membership meeting for all TALB members on Wednesday, June 3rd from 4-5:00 PM at Longfellow Elementary (3800 Olive Avenue.) The bargaining team will be available at this meeting to answer questions about the Tentative Agreement and for general discussion on the terms of the agreement.

On June 4th and 5th Association Reps will conduct a ratification vote at each school. A YES vote will approve the one year agreement. A NO vote means the contract will not be approved and the Bargaining Team will continue to negotiate on 2008-2009 terms and conditions of employment, including salary and benefits.

The Bargaining Team unanimously recommends a YES vote on the agreement. The team includes: **Barry Welsch** – Chair (Jordan), **Gina Bonetati** (Prisk), **Corrin Hickey** (Lakewood), **Patria Daliva** (King Head Start), **Patsy Williams** (West CDC), **Kecia Woods** (Madison), **John VanTress** (Jordan), **Martine Korach** (Millikan), **Mark Ennen** (Newcomb), **Kevin Quinn** (Edison), and **Joe Boyd** (TALB Staff). TALB thanks the Bargaining Team for their hard work and long hours spent in protecting our contract.

FREQUENTLY ASKED QUESTIONS about the TENTATIVE AGREEMENT

Is maintaining our contract a good deal in the current economic climate? *School budgets have already been slashed, and with the recent failure of the initiatives they are about to get another very big cut. Holding the line on our salaries and benefits is a good outcome in this environment.*

Why not agree to a two-year deal to protect salary and benefits? *This would have been desirable. The District was not willing to do so because of the additional funding cuts that are likely to be imposed by Sacramento. In that light, the TALB team believed it was best to get closure on this year right now – and then come back and deal with next year in the fall.*

Is a one-year deal helpful? *Yes. It protects salary and benefits and brings closure for this year. It also buys some time before the process starts again.*

Will the District go after our salary and benefits next year? *We don't know. This year, the District deserves credit for not even raising the question of cuts to the health care plans. They did propose cuts to health care coverage timelines under FMLA and a cut in Head Start calendars/salaries – but withdrew both proposals. The cuts from Sacramento could be severe – and the District may put everything on the table. TALB will continue to pursue a balanced approach that protects the classroom and the salary and benefits of our members.*

Will I get to vote on the agreement? *Yes. Your TALB Faculty Rep. will conduct a ratification vote at your site on June 4th and 5th. If you don't have a Rep. please elect one. Contact TALB at 562-426-6433 if we can provide assistance.*

Can we make new proposals next year? *Yes. One advantage of a 1-year contract is that we can now make new proposals. So, if there was something you didn't submit to us last year on the survey, please get it on there this year. We will do a full contract and calendar survey in September.*

THANKS FOR YOUR SUPPORT AND SOLIDARITY!

**Long Beach Unified School District
TALB Negotiations**

**Tentative Agreement
May 21, 2009**

The Long Beach Unified School District and the Teachers Association of Long Beach (TALB) have completed negotiations for the 2008-2009 school year for K-12 and CDC/Head Start bargaining unit members and have agreed to maintain the provisions of the current certificated collective bargaining agreements, except as provided below:

1. **Term:** July 1, 2008 through June 30, 2009.
2. **Electronic Copies of Collective Bargaining Agreements:** The District will provide TALB with a read/write electronic copy and a read only copy of the K-12 and CDC/Head Start Agreements.
3. **CDC/Head Start Appendix B-Salaries:** Tentative Agreement as attached.
4. **CDC/Head Start Article II, B, Recognition of Exclusive Representative:** Tentative Agreement as attached.
5. **CDC/Head Start Article X, Class Size:** Tentative Agreement as attached.
6. **K-12, CDC/Head Start Article VI, Compensation:** Tentative Agreement as attached.
7. **CDC/Head Start, Article VIII, Transfers:** Tentative Agreement as attached.
8. **Calendar:** The parties will meet for the purpose of reaching an agreement on K-12 (2011/2012-2013/2014), CDC (2010/2011-2013/2014), and Head Start (2010/2011-2013/2014) calendars by November 1, 2009.

Barry Weisch
TALB

5/21/2009
Date

Algebra Young
District

5/21/2009
Date

Tentative Agreement

District Initial Proposal
To CDC/Head Start
December 11, 2008

To TALB
12/11/08

Agree as
submitted
12/11/08

APPENDIX B (First Half)

Salaries

Salary – 2005-2007:

2005-06: 4% retroactive to July 1, 2005; increase career increment at 15th year to \$1,500, 25th to \$1,500, and add 30th year increment to \$1,500.

2006-07: 6% increase on all salary schedules (excludes longevity).

2007-08: reopen salary and 3 articles each.

PROVISIONS FOR ADMINISTRATION OF CDC/HEAD START SALARY SCHEDULES

A. REQUIREMENTS RELATIVE TO INITIAL PLACEMENT ON SALARY SCHEDULES:

1. Teachers in Child Development Centers **and Head Start** must hold a valid Children's Centers **Instruction or Child Development Center** Permit; or in lieu of the permit, a Standard Teaching Credential deemed by the Commission on Teacher Preparation and Licensing to be equivalent to the Children's Centers Permit.
2. **Teaching Experience.** As authorized by Education Code, Section 45028, teachers in Child Development Centers **and Head Start** not previously employed by the District as a teacher during the five (5) years (60 calendar months) prior to the date of hire are allowed credit for previous satisfactory teaching experience up to the maximum step on the appropriate column on the salary schedule. If a teacher has served under contract for fifty (50) percent or more of the total work year; has worked as a substitute teacher for one hundred thirty-five (135) days in one (1) work year; or has combined service of one hundred thirty-five (135) days in one (1) work year under contract and as a substitute or hourly teacher, credit will be given for one (1) year of experience. "Day" shall be defined as actual days worked and shall not include sick days or other days of leave/holidays.
3. **Experience Other Than Teaching.** In evaluating an applicant's experience other than teaching, the District may allow a maximum of four (4) steps on the salary schedule when this experience will contribute directly to the effectiveness of the major assignment for which the applicant is being considered. Two (2) years of experience under this provision are evaluated

as equal to one (1) step on the salary schedule. This experience cannot be concurrent with credit for teaching experience, but part-time work experience might be combined with part-time teaching. Verification of not less than eleven (11) months of consecutive work of not less than twenty (20) hours per week may be computed as the equivalent of one (1) year toward the two-for-one requirement for work experience credit. In computing work experience on more than one (1) job, any interruption of service beyond one

(1) month shall break the consecutive requirement, unless the prospective employee returns to the same position, with the same employer, within six (6) months without having been gainfully employed by another employer during that time.

4. **Military Service.** Military Service is credited as prior teaching experience only if the applicant actually taught while in the service in the field for which she/he is to be employed.
5. **Notice of Employment Tentative Salary Placement.** Applicants who are considered favorably are asked to sign a statement relative to **tentative** salary placement that is mutually agreeable at the time of employment. Signing the “~~Notice of Employment Tentative Salary Placement~~” form indicates that the salary stated thereon is mutually agreeable.

Additional qualifying official verified salary information presented on or before November 1 or within sixty (60) calendar days after initial date of employment which might indicate a need for change will be considered. If a salary change is warranted, the adjustment will be retroactive to the first duty day of paid service in the school year in which the official verified information is received.

6. **Salary Schedule Placement:**
 - a. Certificated employees who are given a contract are placed initially on the salary schedule in accordance with training completed at an accredited college or university before the first day of their contract year and verified within sixty (60) days after initial date of employment.
 - b. A teacher employed by the Long Beach Unified School District is placed on a step of the salary schedule in accordance with his/her experience. A teacher is advanced year by year until reaching the maximum step on the schedule, provided he/she is under contract a sufficient number of days each year and qualified for advancement.

B. CREDIT ON THE SALARY SCHEDULE FOR ADVANCED WORK:

1. All college or university credit shall be from an accredited institution.

2. Placement on Column 302, ~~502~~, 124, 312, or 334 is dependent on verification of ninety (90) or more units; all units above sixty (60) to be upper division and taken at a four-year college or university.
3. Placement on Column 303, ~~503~~, 125, 313, 317, 323, or 335 is dependent on verification of a Bachelor's degree.

As of April 24, 2005, placement on columns 306, 316 (E3), 315, 319, 325, or 336, ~~or 504~~ is dependent on verification of twenty-eight (28) semester hours of upper division or graduate work beyond the Bachelor's Degree. Extra units earned prior to receiving the Bachelor's Degree shall not be accepted for placement on the scale on one (1) year above the Bachelor's Degree unless extra units are of graduate standing, were not counted for the Bachelor's Degree, and are so indicated on the transcript.

4. ~~Responsibility for reporting advanced work by deadlines rests with the certificated employee. One amendment to the original report of advanced work may be made within thirty (30) days after the reporting deadline. A tentative change in salary placement will be made contingent upon official verification of work completed being presented to the Child Development Centers Director. When an employee has been advanced on the salary schedule in anticipation of work to be completed, advancement is conditional upon subsequent official verification by November 1.~~

It is the responsibility of the employee to submit official sealed transcripts to the appropriate office by November 1 in order to advance on the salary schedule and receive salary schedule placement retroactive to the first duty day of that contract year, for coursework and degrees earned prior to September 15. If verification is received after November 1, or for coursework or degrees completed after September 15, salary schedule placement adjustment will be granted for completed units and/or conferred degrees effective the pay period following receipt of the official transcripts.

The appropriate office for submission of official sealed transcripts will be the following:

CDC teachers must submit their official sealed transcripts to the CDC Office.

Head Start teachers must submit their official sealed transcripts to Human Resource Services.

5. An employee must complete all requirements prior to the first day of the contract year in order to qualify for placement on a higher salary scale. The

date shown on the transcript indicating conferral of the degree will be considered the official date for this placement.

6. Sixteen (16) semester hours (or twenty-four [24] quarter hours) of advanced work taken at an accredited university or college is the maximum allowance of credit in any one (1) ten (10) month contract year (between first and last day of employee's contract year) for placement on the salary schedule. Eighteen (18) semester hours (or twenty-seven [27] quarter hours) of advanced work taken at an accredited university or college is the maximum allowance of credit in any one (1) twelve (12) month contract year for placement on the salary schedule.
7. Travel in the United States or in foreign lands is not credited for advancement unless credit for the travel has been granted by a college or university recognized by the California State Department of Education.
8. After the Bachelor's Degree, courses for upgrading on the salary schedule must be of upper division or graduate standing. After election to the District and after the Bachelor's Degree, exceptions may be made for prior approved lower division transfer credit courses and post baccalaureate professional courses provided they are related to the present assignment of the employee. The granting of salary credit to any employee for such lower division courses will be limited to a maximum of nine (9) semester hours during the entire time of the employee's service with the District. Requests for exceptions must be received by the Director of Child Development Centers or the Director of Head Start Programs, depending on the program in which the bargaining unit member is employed. Receipt of such requests must be prior to the first day of attendance in the course and be approved by a District committee. The Association currently appoints four (4) bargaining unit member to this committee.
9. Exceptions to the requirement that all course work (units) must be taken at an accredited college or university may be made by recommendation of the Educational Mission: Innovation Advancement Committee (EM:IAC) and the approval of the Assistant Superintendent of Human Resource Services.

This committee is empowered to recommend the granting of credit on the salary schedule for successful completion of in-service courses offered by the Long Beach Unified School District which (a) involve attendance at sessions equivalent in time to college or university courses at the same unit value; (b) involve participation and related work equivalent to that required in college or university courses of the same unit value; (c) provide needed in-service opportunities not otherwise readily available; and (d) are found by the committee to be in the best interest of the instructional program of the District. The Assistant Superintendent, Human Resource Services, has final approval authority relative to the granting of salary credit.

5/21/09 Rhonda Chung, District
2/12/10 B... 1/1/10 TALB

Tentative Agreement
Between LBUSD and TALB
CDC/Head Start
November 24, 2008

ARTICLE II

Recognition of Exclusive Representative

- A. **ASSOCIATION RECOGNIZED:** The District recognizes the Association as the sole and exclusive bargaining agent for the certificated employees as certified by the Educational Employment Relations Board (EERB) (LA-R-47, LA-R-113) on December 19, 1977, and occupying classes listed below.
- B. **CHILD DEVELOPMENT CENTERS/HEAD START EMPLOYEES UNIT SHALL INCLUDE:** All regular certificated employees under contract including teachers in the Children's Center-based/Latch Key Program, California State Preschool Program, Educare Program, **Cal Safe Program** and the Head Start Program, Head Start Head Teachers, Child Development Center Coordinating Teachers, and District personnel assigned to Magnet Child Care Programs.
- C. **CHILD DEVELOPMENT CENTERS/HEAD START EMPLOYEES UNIT SHALL EXCLUDE:** All regular contract certificated K-12 classroom, JROTC, and specialist teachers; program facilitators, nurses, librarians, school counselors, guidance counselors, psychological services specialists, substitute teachers, and management, supervisory, and confidential employees including Head Start and Child Development Center Program Coordinators, Head Start Educational Specialists, and Head Start Assistant Directors.
- D. **TEACHER DEFINED:** "Teacher" refers to any employee who is included in the appropriate unit as defined in Section A. above and therefore covered by the terms and provisions of this Agreement.
- E. **BOARD OF EDUCATION RECOGNIZED:** The Association, in turn, recognizes the Board of Education of the Long Beach Unified School District as the duly elected representatives of the people and agrees to negotiate exclusively with the District's representatives through the provisions of the Educational Employment Relations Act.

DATE: 12/4/08

DATE: 12/4/08

Reba Tang
LBUSD

Bang Weiboh
TALB

Tentative Agreement
Between LBUSD and TALB
CDC/Head Start
November 24, 2008

ARTICLE X

Class Size

- A. The District and TALB agree that state or federal mandated pupil-teacher and adult-pupil minimum/maximum ratios shall be maintained in CDC and Head Start programs. CDC and Head Start managers will consult with TALB prior to implementing changes in minimum/maximum ratios.
- B. ~~The housekeeper shall not be considered in the determination of the adult pupil ratio of a Child Development Center except when other adults are not available to satisfy mandated ratios.~~

DATED: 12/4/08

Albea Emery
LBUSD

Bary Webeck
TALB

Tentative Agreement

LRUSD + TALB

~~District's Counter Proposal #3~~
to TALB K-12 and CDC/Head Start

May 11, 2009

2:20 PM

ARTICLE VI

Compensation

(New)

TALB K-12 Provision

A.10, 403(b) Plan

Unit members may participate in the District approved tax sheltered annuity plans, including the 403(b) plan, 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 ~~prior to making any changes~~ in the 403(b) third party administrator.

when considering a change
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TALB CDC-Head Start Provision

A.7, 403(b) Plan

Unit members may participate in the District approved tax sheltered annuity plans, including the 403(b) plan, 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 ~~prior to making any changes~~ in the 403(b) third party administrator.

when considering a change

District

Nebrha Ewing

5/11/09

TALB

Barry Weisch

5/11/09

2:37 PM

1 Tentative Agreement
2 Between LBUSD
3 and
4 TALB CDC/Head Start
5 May 11, 2009
6
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8 **ARTICLE VIII**
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10 **Transfers**
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13 A. **DEFINITIONS AND CONDITIONS.** A transfer shall be a change in work
14 location (from CDC/Head Start site to CDC/Head Start site) within the District and
15 within the same job classification. Transfers may be requested by the employee or
16 initiated by the District.
17

18 The transfer clause of the agreement does not apply to assignments and
19 reassignments made from one year to the next; because of Head Start Teachers'
20 temporary status under a categorically funded program site assignments are
21 frequently changed between school years without reference to the Transfer Clause.
22 The Transfer Clause has for years been limited to Transfers occurring within the
23 school year.
24

25 B. **TRANSFER AT TEACHER REQUEST:**
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- 27 1. A teacher may submit to the CDC/Head Start office a transfer request in
28 writing at any time during the year.
29
30 2. A transfer request shall remain active from the date the request is filed
31 through June 30 of the same fiscal year.
32
33 3. Vacancies in existing positions shall be announced when the District has at
34 least thirty (30) calendar days notice of the pending vacancy.
35
36 4. Two copies of each Notice of Vacancies shall be mailed to each CDC/Head
37 Start site and the TALB office at least two (2) weeks before the positions are
38 to be filled on an assigned basis. Coordinating Teachers, Education
39 Specialists, or their designees shall have responsibility for posting notices at
40 CDC/Head Start sites.
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42 5. Vacancy notices shall include the following information: (a) site, (b)
43 program assignment, (c) certification requirements, and (d) job description.
44 ~~by location in the CDC/Head Start Handbook.~~
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6. To facilitate implementation of this Article, teachers resigning their positions or requesting leaves of absence are urged to notify the CDC/Head Start Director in writing thirty (30) days prior to the intended resignation or leave.

7. **CDC Program.** Voluntary transfers shall normally 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, ~~Nursery~~ **Preschool Age Care**, etc. When the above factors are substantially comparable, length of service in the CDC/~~Head Start~~ program will determine transfers except that, in the cases of equivalent length of service in the CDC/~~Head Start~~ 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 normally 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., Early Head Start, Head Start, Combination, etc. When the above factors are substantially comparable, length of service in the Head Start program will determine transfers except that, in the cases of equivalent length of service in the Head Start program, additional consideration will be given to the employee's length of service at the present center.

8. Teachers who have requested a transfer shall be notified in writing of the receipt of their request.
- a. If the transfer is granted, the teacher and the Coordinating Teachers concerned will be notified in writing of the new assignment no later than one (1) week prior to the effective date of the transfer.
 - b. If the request for transfer is denied, the teacher submitting the request may ask for a conference with an appropriate CDC/Head Start manager to discuss the matter.
9. Nothing in this Article shall prevent a teacher from amending or withdrawing a transfer request at any time without establishing precedent.

C. **TRANSFERS INITIATED BY ADMINISTRATION:**

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1. Transfers other than Section B. above that result in relocating a teacher to another site normally shall be made when an appropriate CDC/Head Start manager determines that (a) there is a need to reduce staff because of enrollment loss; (b) there is a need to balance the staff according to mandated federal or state requirements; or (c) there is a specific written program or a personnel need as determined by an appropriate CDC/Head Start manager in consultation with the Coordinating Teacher; or (d) there is a closure of a site/program.
 2. No teacher shall be transferred involuntarily more than one time in any fiscal year unless significant loss of funding, closure of a program, or a personnel need causes a transfer to be necessary. The need shall be discussed by a CDC/Head Start manager with the Coordinating Teacher and the transferee. If requested, the transferee may have TALB representation at the meeting.
 3. **CDC Program.** When a transfer is necessary because of enrollment or funding loss, a CDC/~~Head Start~~ manager shall first seek a volunteer from among qualified teachers. If no teacher volunteers, the teacher with the least districtwide seniority shall be transferred unless bypassed for a specific personnel/program need. The need shall be determined by the CDC/~~Head Start~~ manager after consultation with the Coordinating Teacher. In this instance, the teacher with the next least seniority shall be transferred, subject to the same specific personnel/program needs.
 3. **Head Start Program.** When a transfer is necessary because of enrollment or funding loss, a Head Start manager shall first seek a volunteer from among qualified teachers. If no teacher volunteers, the teacher with the least districtwide seniority shall be transferred unless bypassed for a specific personnel/program need. The need shall be determined by the Head Start manager. In this instance, the teacher with the next least seniority shall be transferred, subject to the same specific personnel/program needs.
 4. Any teacher transferred involuntarily may request a conference with an appropriate CDC/Head Start manager to discuss the possibility of a transfer to a future vacancy.
 5. The procedure for arranging such a transfer shall be as follows:
 - a. ~~An appropriate CDC/Head Start manager will consult with the Coordinating Teacher(s) or Education Specialist about center needs prior to conferring with any teacher about the specific location(s) to be considered in an involuntary transfer.~~
 - b. A conference will be held between the teacher to be transferred and an appropriate CDC/Head Start manager prior to effecting any
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involuntary transfer. The conference will cover reasons for the transfer and options, if any as well as effective dates of transfer.

c. A written notice of any involuntary transfer will be sent simultaneously to the teacher to be transferred ~~the releasing Coordinating Teacher or Head Teacher~~ and site principal **with a copy to the site**. The notice of transfer shall also include the effective date of the transfer. This notice shall be given not less than one (1) week prior to the effective date of transfer except in emergencies.

d. The teacher ~~and/or receiving Coordinating/Head Teacher~~ may request a conference with an appropriate CDC/Head Start manager to discuss the success of the transfer.

D. **PREPARATION FOR TRANSFER.** A teacher being transferred will be given one assigned working day with no teaching duties in order that on-site orientation and moving tasks may be completed.

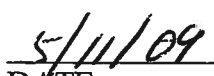
E. Employees shall not be subject to involuntary transfer if they are fifty-nine (59) years of age or older.




LBUSD



TALB



DATE



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