



SUMMARY DETAILS OF TENTATIVE AGREEMENT
COMPENSATION & CONTRACT LANGUAGE 2019-20 & 2020-21
CDC/HEAD START & ETK-12

TALB and the District have reached a tentative agreement. The Bargaining Team met over two dozen times in the past 18 months to get a deal.

These are truly unusual times. Normally we would not have five (5) MOU's in one school year, nor would there be multi-year settlements.

K-12 and CDC/Head Start - SALARY INCREASE: 5% increase in compensation for 2019-20 & 2020-21.

- 1% increase to bargaining unit salary schedules, career increments (longevity), stipends, and rates of pay retroactive to July 1st, 2019. Translation - the salary schedule for 2019-20 will have an additional 1% added to all salary & hourly schedule cells. This increase continues in perpetuity, including 2019-20 and ongoing.
2% increase to bargaining unit salary schedules, career increments (longevity), stipends, and rates of pay retroactive to July 1st, 2020. Translation - the salary schedule for 2020-21 will have an additional 2% added to all salary & hourly schedule cells. This increase continues in perpetuity, including 2020-21 and ongoing. An additional one time off schedule payment of 2% based on the unit members earnings for the 2020-21 fiscal year (July 1st, 2020 - June 30th, 2021).

* The District has put out a communique suggesting that the compensation proposal was "substantial". One LBUSD employee received a 16.7% increase in salary last year, that is substantial. Your Bargaining Team did not feel the package deal was substantial, rather a "down payment" on remuneration for the significant amount of workload increase during the start of the pandemic in March of 2020 through June of 2021. If the economy continues to improve and we do not experience a radical decline in enrollment, we expect to bring another compensation package to you in the 2021-22 school year.

* The acceptance of this compensation package requires the Association to drop the compensation grievance over "Days & Hours"

* There are also three MOU's (Attached)

- 1. CCT - Collaborative Co-Teaching
2. Guidelines for Change of Assignment Teacher Support (Support for change of assignments)
3. Mandated Training and Professional Development (Paid at Teachers Hourly Rate)

K-12 - Article V - Day & Hours - Workday #3 (current language italicized - new language in bold and yellow).

- 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 hour per month shall be paid therefore at their regular hourly rate provide they submit the Documentation of Mandatory Meeting Form to the Office of School Support Services. No change in compensation, the forms are being routed to a different office.

K-12 Article VII - A - Leaves of Absence (current language italicized - new language in bold and yellow).

- Discretionary leaves of absence, including personal leaves, will not normally be granted during the first and last week of the employee's work year, nor during elementary school parent conference and/or report card periods. In addition, leaves shall not be granted to employees in the middle schools and senior high schools on the traditional school year

calendar during the last week of the first semester nor during the first week of the second semester. Exceptions shall be made for approved leaves for illness, grave emergency, or religious observance. **Any leaves which might be granted during periods described above will be on a case-by-case basis and will not set precedent in future cases.**

C – Leaves of Absence with Pay: Technical changes for clarity and appropriate number order of contract. No substantive change.

5. Statutory Sick Leave – Current language stays the same with the addition of:

The District may require an employee to be examined by an independent licensed physician selected by the District to determine whether the illness or injury is related to the same illness or injury previously claimed by the employee for the statutory sick leave.

CDC – HEAD START VII: Leaves of Absence

A. LEAVES OF ABSENCE (General): *(current language italicized – new language in bold and yellow.*

4. *Discretionary leaves of absence, including personal leaves, will not normally be granted during the first and last week of any school year. Exceptions shall be made for approved leaves for illness, grave emergency or religious observance.* **Any leaves which might be granted during periods described above will be on a case-by-case basis and will not set precedent in future cases.**

C. LEAVES OF ABSENCE WITH PAY: Technical changes for clarity and appropriate number order of contract. No substantive change.

5. Statutory Sick Leave – Current language stays the same with the addition of:

The District may require an employee to be examined by an independent licensed physician selected by the District to determine whether the illness or injury is related to the same illness or injury previously claimed by the employee for the statutory sick leave.

CDC - HEAD START IX: Safety Conditions of Employment

~~F. The District acknowledges the employee's statutory authority to exercise physical control of pupils as per Education Code, Section 44807, and to suspend pupils as per Education Code, Section 48900 et seq., and in compliance with District guidance and discipline codes.~~

K-12 – Article VIII Transfers

❖ **H. GUIDELINES FOR CHANGE OF ASSIGNMENT – TEACHER SUPPORT: The Long Beach Unified School District and the Teachers Association of Long Beach have entered into a Memorandum of Understanding (MOU) – Guidelines for Change of Assignment – Teacher Support dated March 23, 2021. The District and TALB will meet in October of 2021 to review the effectiveness of MOU. This MOU will expire on June 30, 2022.**

The genesis of this MOU comes from the monumental tasks of changing grade levels and assignments. Some of the changes are at principal discretion (They have a grand vision of turning your life upside down.) Or due to declining enrollment schools need to adjust for fewer students. There is still much more work to be done. We will continue to look at ways to support our members, particularly with the rise in combination classes. We'll stay on it.

K-12 Article XVIII Term of Agreement & CDC – HEAD START

❖ A. Full contract shall be opened for **2021-22.**

A bargaining survey to all members will be developed and deployed sometime in May. LBUSD is receiving "one-time" money for opening before April 1, 2021. It is highly probable Governor Newsom will face a recall election in November. Keeping that in mind, it is highly unlikely we will face any further closures of schools or the economy. On the other hand the "May Revise" which is the governor's proposal for the State's budget, including education apportionment. I would imagine the governor will make education funding a priority in order to keep his job, which **may** bring in more resources to bargain over. Unless there is a radical drop in enrollment, we will be pushing to increase the salary schedules. "One-time" money is always appreciated, but having salary schedules increased in perpetuity is better, particularly for our members who will be retiring soon.

K-12 Appendix D – National Board Certification (*current language italicized – new language in bold and yellow.*

2. Applicants must possess a baccalaureate degree **and clear credential** from an accredited institution, ~~and a clear credential~~ and have at least three years of successful classroom teaching experience as regular contract teacher, **and be a regular contract permanent teacher or a teacher with a specialize contract for a least five (5) consecutive years.**

6. The initial assessment fee for National Board Certification is approximately \$2,200 **\$2,275.**

K-12 & CDC – Head Start Appendix F – Sick Leave Donation Program

Guidelines for Donor Participants

2. ~~Employees who are not members of the bargaining unit may also donate to the employee who is in need of extended sick leave, but under the provision of this program, employees who are not members of the bargaining unit will not be eligible to draw such leave.~~

TENTATIVE AGREEMENT – FREQUENTLY ASKED QUESTIONS

IS THE 1% SALARY INCREASE FOR 2019-20 RETROACTIVE TO JULY 1ST, 2019? Yes.

IS THE 2% SALARY INCREASE FOR 2020-21 RETROACTIVE TO JULY 1ST, 2020? Yes.

DOES LAST SUMMER’S TRAINING FOR CANVAS INCLUDE THE 2% OFF SCHEDULE? Yes

DOES THE SALARY INCREASE & OFF SCHEDULE PAYMENTS APPLY TO ALL SALARY SCHEDULES, ANNUAL CAREER INCREMENTS, RATES OF PAY, AND STIPENDS? Yes

WHEN WILL WE GET OUR RETRO CHECK? If the Tentative Agreement is ratified by the TALB membership, the District reports they intend to get the salary schedules and retro pay for compensation on schedule by the end of this school year. IF the tentative agreement is ratified, LBUSD Board of Education members must approve the agreement as well. Once everyone signs off, then LBUSD payroll will set out to provide the increases in compensation. Ideally by June. We will update the membership with dates as they become available. In order for bargaining unit members to receive their “off-schedule 2% increase, the current fiscal year must close on June 30, 2021. Payroll then looks at all of the work you have performed on salary or in any other capacity from July 1, 2020 through June 30, 2021. Perhaps the September payday will include the 2% off schedule. Specific dates will be provided after ratification.

WHO IS ON THE TALB BARGAINING TEAM? Bargaining Chair: Corrin Hickey – Lakewood H.S., Bargaining Members: Mark Ennen – Newcomb K-8, Donna Gerren – Roosevelt E.S. & Herrera E.S., Gerry Morrison – McBride HS, Maritza Summers – Mann E.S., Kevin Quinn – Edison E.S., John Solomon – MacArthur E.S., Sybil Baldwin – CDC, Maria Garcia – Head Start.

WHAT WILL HAPPEN IF THE TALB MEMBERSHIP REJECTS THE TENTATIVE AGREEMENT? The terms of the Tentative Agreement won’t take effect and we will return to the bargaining table and continue negotiations.

SHOULD I VOTE IN FAVOR OF THE TENTATIVE AGREEMENT? Each TALB member must make their own assessment on how to vote, but we strongly encourage every member to vote. The Bargaining Team recommends a **YES** vote on the agreement. The TALB Executive Board recommends a **YES** vote on the agreement.

Calendar for Ratification

General Membership Meetings to discuss the Tentative Agreement - Question & Answer with your bargaining team, TALB leadership and staff via Zoom (Invites will be sent out to your personal email address.)

Tuesday, March 30th @ 5:00 p.m.

Wednesday, March 31st @ 6:00 p.m. & 7:00 p.m.

Thursday, April 1st @ 5:00 p.m.

Monday, April 12th @ 5:00 p.m.

Tuesday, April 13th @ 5:30 p.m.

Voting on the Tentative Agreement Begins (Electronic Voting through Simply Voting)

Do we have your personal e-mail? That is where your ballot will be sent.

Voting begins, Wednesday, April 14th Friday through April 16 @ 4:30

Results announced shortly after and will be on the website at www.talb.org

CDC – Head Start members will vote for changes in their contract.

ETK-12 members will vote for changes in their contract.

Long Beach Unified School District

and

Teachers Association of Long Beach

March 25, 2021

MEMORANDUM OF UNDERSTANDING

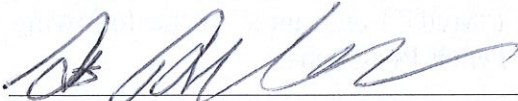
The Long Beach Unified School District (“District”) and the Teacher Association of Long Beach (TALB) enter into this Memorandum of Understanding (“MOU”) and agree to the following **guidelines for the implementation of Collaborative Co-Teach Programs.**

1. **Teacher Selection:** Teachers participating in the program will first be comprised of volunteers from the program site. In the absence of sufficient volunteers determined qualified by the District, the site will post the opening as a specialized position. Among other qualifications determined necessary for the position by the District, it is recommended that applicants in the position should have a record of consistent attendance. In the event displacement at the site is necessary, the District agrees to follow the Collective Bargaining Agreement provisions outlined in Article VIII, Section C – Employer Initiated Transfer Requests.
2. **Training:** All Teachers participating in a CCT program will be provided professional development as needed to successfully implement an effective program. Topics will include: curriculum, safety, collaborative teaching and relationship building, and use of technology.
3. **Onboarding:** Teachers new to the program or site will receive onboarding training and support as needed regarding items including: program requirements, safety protocols, parent communication processes, and site specific needs.
4. **Partnership Development and Support:** Site administrators and the Office of Special Education will provide ongoing training and support to assist teachers in developing strong working partnerships that promote productive work environments and foster on-going student growth.
5. **Work Year:** Education Specialists assigned to Child Development Center (CDC) or Head Start sites will follow their standard 182-day work year. Education Specialists assigned to Head Start who opt to work pre-service weeks, will be paid their hourly rate.
6. **Back to School Night/Open House:** Education Specialists assigned to the CCT program at CDC and Head Start sites will be paid their hourly rate if they choose to attend Back to School Night and/or Open House. All other K-12 CCT teachers will attend Back to School Night and Open House at their respective sites and follow the district designated minimum day

schedule for these dates.

7. This MOU shall not be precedent setting nor form any basis for past practice.
8. This MOU resolves the negotiable effects of CCT Programs throughout the District.

This MOU shall expire on June 30, 2022, and thereafter may be extended by mutual written agreement of the District and TALB.



For the District

For TALB

3-25-21

Date

Date

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

March 25, 2021

MEMORANDUM OF UNDERSTANDING FOR K-12

The Long Beach Unified School District (“District”) and the Teacher Association of Long Beach (TALB) enter into this Memorandum of Understanding (“MOU”) and agree to the following **Guidelines for Change of Assignment –Teacher Support**


1. Beginning with the 2020-2021 school year the principal will support a smooth adjustment period for affected teachers who are transitioning to a new content area/grade level, and/or moving schools.
2. Prior to the last day of work for teachers affected teachers will receive their new classroom assignment, dates when site support and access to carts or dollies will be available to help move materials into the room, and times administrators will be present to ask questions and provide support. In the event that classroom assignments are not available due to construction or other areas out of a site’s control, teachers will be provided access to their new classroom and support in moving materials at the earliest possible date.
3. Prior to sites closing for the summer, available resources including texts, supplemental materials, etc., will be made available to teachers moving to a new school, changing grade levels or teaching new content areas.
4. Training support for affected teachers:
 - a. **Specialized Classes:** Teachers who will be teaching specialized classes for the first time, such as AP, GATE, Accelerated (Middle School), and PLTW, will be provided training options. The goal is to provide training prior to the beginning of the new school year. In the event the placement occurs too late to provide summer training, the teacher will be provided the earliest available date for training.
 - b. **Elementary - Change of Grade Level:** OCIPD will provide change of grade level training dates to all impacted elementary teachers prior to the last day of work for teachers.
 - c. **New School Site Onboarding:** Site administrators will ensure all teachers new to a site have the opportunity to receive training and support with the transition to help teachers become familiar with site expectations, practices, etc.

5. **Placements Occurring Over Summer:** While the district makes every effort to place teachers prior to the end of the school year, it is understood some placements may occur after sites have closed for the summer. Every effort will be made to provide materials, room assignments, etc., to affected teachers as early as possible.
6. The District and TALB will meet in October of 2021 to review the data and evaluate the effectiveness of these Guidelines.

This MOU shall remain in effect from the date of ratification by TALB and LBUSD Board approval and extend through June 30, 2022.

Dated: 3-25-21

Dated: _____

By: 
FOR THE DISTRICT

By: _____
FOR TALB

Long Beach Unified School District

and

Teachers Association of Long Beach

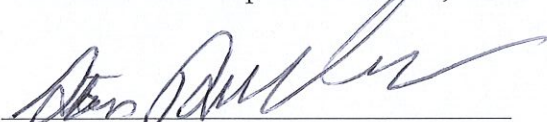
March 25, 2021

MEMORANDUM OF UNDERSTANDING

The Long Beach Unified School District (“District”) and the Teachers Association of Long Beach (TALB) enter into this Memorandum of Understanding (“MOU”) and agree to the following guidelines for the implementation of **Mandated Training and Professional Development for the Summer of 2021 and the 2021-2022 School Year.**

1. All teachers agree to attend five days of mandated summer professional development during one of the two designated weeks. Participants will be paid the Teachers Hourly Extra Compensation Rate.
2. As part of the compensation package agreed upon by the District and TALB, all teachers are required to participate in the following mandated on-line training:
 - a. Mandated Reporting (38 minutes)
 - b. Youth Suicide: Awareness Prevention and Postvention (41 minutes)All teachers must complete the mandated training by October 31, 2021 utilizing their own time. Training modules will be available beginning July 1, 2021.
3. This MOU shall not be precedent setting nor form any basis for past practice.
4. This MOU resolves the negotiable effects of Mandated Training and Professional Development throughout the District.

This MOU shall expire on June 30, 2022.



For the District

For TALB

3-25-21

Date

Date

**Tentative Agreement between
Long Beach Unified School District
and
Teachers Association of Long Beach**

K-12

March 25, 2021

The Long Beach Unified School District (District) and the Teachers Association of Long Beach (TALB) have completed negotiations for the 2019-2020 and 2020-2021 school years and agree to maintain the provisions of the current certificated bargaining agreements for 2019-2020 and 2020-2021 except as follows:

Article V: Days and Hours of Employment

A. Workday

3. During any school month, teachers may be required to attend on-site meetings not to exceed a total of six (6) hours beyond the instructional day. Two (2) of the six (6) hourly monthly meetings 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 Office of School Support Services.**

Article VI: Compensation

Appendix B: Salaries

Salary: 1% increase to bargaining unit salary schedules, stipends, and rates of pay for 2019-2020 retroactive to July 1, 2019. 2% increase to bargaining unit salary schedules, stipends, and rates of pay for 2020-2021 retroactive to July 1, 2020. An additional one time off schedule payment of 2% for 2020-2021 based on the unit members' earnings for the 2020-2021 fiscal year.

Article VII: Leaves of Absence

A. LEAVES OF ABSENCE (GENERAL):

3. Discretionary leaves of absence, including personal leaves, will not normally be granted during the first and last week of the employee's work year, nor during elementary school parent conference and/or report card periods. In addition, leaves shall not be granted to employees in middle schools and senior high schools on the traditional school year calendar during the last week of the first semester nor during the first week of the second semester. Exceptions shall be made for approved leaves for illness, grave emergency, or religious observance.

Any leaves which might be granted during periods described above will be on a case-by-case basis and will not set precedent in future cases.

C. LEAVES OF ABSENCE WITH PAY:

3. **Sick Leave:**
 - c. An employee in less than a full-time assignment and/or employed for less than a full contract year shall receive and have sick leave deducted in direct proportion to the percentage of the assignment; e.g., an employee with a fifty (50) percent assignment shall earn fifty (50) percent of what a **one-hundred (100)** percent assignment shall earn.
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.
5. **Statutory Sick Leave:** If all regular and cumulative sick leave has been exhausted and a certificated employee under contract continues to be absent on account of illness or accident, the employee shall be entitled to an additional period of five (5) school months (one hundred [100] days) per each illness or accident. Compensation to the employee for each of these one hundred (100) days shall be at a rate of one-half (1/2) of the employee's daily rate. An employee shall not be provided more than one (1) five (5) month period per illness or accident. However, if a school year terminates before the five (5) month period for the same illness is exhausted, the employee may take the balance of the five (5) month period during the subsequent school year. If an employee, having exhausted all available sick leave, continues to be absent on account of illness or accident beyond the five (5) month period and the employee is not medically able to resume the duties of his or her position, the employee, if not placed in another position shall be placed on a reemployment list for a period of twenty-four (24) months if the employee is on probationary status or for a period of thirty-nine (39) months if the employee is on permanent status. The twenty-four (24) month or thirty-nine (39) month period shall commence at the expiration of the five (5) month period. When the employee is medically able during the twenty-four (24) month or thirty-nine (39) month period, the employee shall be returned to employment in a position for which he or she is credentialed and qualified.

The District may require an employee to be examined by an independent licensed physician selected by the District to determine whether the illness or injury is related to the same illness or injury previously claimed by the employee for the statutory sick leave.

Article VIII: Transfers

- H. **GUIDELINES FOR CHANGE OF ASSIGNMENT – TEACHER SUPPORT:** The Long Beach Unified School District and the Teacher Association of Long Beach have entered into a Memorandum of Understanding (MOU) – Guidelines for Change of Assignment – Teacher Support dated March 23, 2021. The District and TALB will meet in October of 2021 to review the effectiveness of MOU. This MOU will expire on June 30, 2022.

The Memorandum of Understanding reviews assistance teachers will receive from sites to support a smooth adjustment period for affected teachers who are transitioning to a new content area/grade level, and/or moving schools.

Article XVIII: Term of Agreement

- A. Full contract shall be opened for 2021-2022.

Appendix D: National Board

2. Applicants must possess a baccalaureate degree and clear credential from an accredited institution, and a clear credential and have at least three years of successful classroom teaching experience as a regular contract teacher, and be a regular contract permanent teacher or a teacher with a specialized contract for at least five (5) consecutive years.
6. The initial assessment fee for National Board Certification is approximately \$2200 \$2,275. For participants who are advanced to the District Candidacy Program for National Board Certification, the District shall provide compensation for all initial assessment fee expenses and one retake in a section.

Appendix F: Sick Leave Donation Program

Guidelines for Donor Participants

2. Employees who are not members of the bargaining unit may also donate to the employee who is in need of extended sick leave, but under the provisions of this program, employees who are not members of the bargaining unit will not be eligible to draw such leave.

MOU - CCT (Attached)

MOU - Guidelines for Change of Assignment Teacher Support (Attached)

MOU – Mandated Training and Professional Development (Attached)

Signatures

For TALB:


Corrin Hickey
TALB – Lead Negotiator

Date

Dr. Christine Kelly
TALB – President

Date

For the District:



Steven Rockenbach
Director of Employee Relations and Ethics

3-25-21
Date