

**Tentative Agreement between  
Long Beach Unified School District  
and  
Teachers Association of Long Beach  
CDC-Head Start  
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 classified bargaining agreements for 2019-2020 and 2020-2021 except as follows:

**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 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:**

3. **Sick Leave:**

- d. An employee in less than a full-time assignment and/or employed for less than a 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 (1.00)~~ 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 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) 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 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.

#### **Article XVIII: Term of Agreement**

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

#### **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.

**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

Page 1

Date: / /

Subject: / /

Page No. / /

Section: / /

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