



Teachers Association of Long Beach, CTA/NEA

4362 ATLANTIC AVENUE • LONG BEACH, CALIFORNIA 90807-2818

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SUMMARY DETAILS OF TENTATIVE AGREEMENT COMPENSATION & CONTRACT LANGUAGE 2023-24 CDC/HEAD START & ETK-12

Bargaining Update, Monday, February 26, 2024

The TALB Bargaining Team reached a tentative agreement with the District on negotiations for the 2023-24 school year. The TALB Executive Board voted to approve the tentative agreement this evening. The agreement will now be sent to the membership for ratification.

SUMMARY DETAILS OF TENTATIVE AGREEMENT

K-12 & CDC/Head Start - SALARY INCREASE:

4% on scheduled – 4% off schedule for the 2023-24 school year.

- 4% increase to bargaining unit salary schedules, career increments (longevity), stipends, and rates of pay retroactive to July 1, 2023 in perpetuity. An additional “one-time” off schedule payment of 4% based on ALL of the unit members' earnings for the 2023-24 fiscal year (July 1, 2023 – June 30, 2024). [IEP's, training, tutoring, workshops, etc.]
- Transfer Process Changes MOU
- Full Day Kindergarten Protocols MOU
- Full Day Transitional Kindergarten Protocols MOU
- Safety Protocols MOU

Review and Update Salary Schedule W - Additional Amounts

The District will add two additional tiers to Schedule W for department heads as outlined below:

- 70 to 89 Sections will be paid \$10,147 (15% more than previous level).
- 90 or more sections will be paid \$11,670 (15% more than previous level).
- Co-department chairs shall split the stipend level corresponding to their site's total number of sections.

The District will adjust student counts for the two existing tiers and add two additional tiers to Schedule W for pathway lead teachers as outlined below:

- For pathways with 1-399 students - \$5,601.08.
- For pathways with 400-599 students - \$8,824.
- For pathways with 600-699 students - \$10,147.
- For pathways with 700-or more students - \$11,670.
- Co-pathway lead teachers shall split the stipend level corresponding to their pathway's total number of students.

Elementary teachers assigned extra students, as replacement service for a temporarily absent unit member, will be compensated \$25 per daily occurrence, after three (3) occurrences.

TENTATIVE AGREEMENT – FREQUENTLY ASKED QUESTIONS

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 LBUSD Board of Education members must approve the agreement. The District reports they may have retro pay for compensation on schedule by the first week of May. The salary adjustment on schedule may be reflected on the May 31 payday. The off schedule pay will come in September. We will update the membership with pay dates as they become available.

WHAT WILL HAPPEN IF THE TALB MEMBERSHIP REJECTS THE TENTATIVE AGREEMENT? The terms of the Tentative Agreement won't take effect.

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 TALB bargaining team has approved the tentative agreement. The TALB Executive Board has approved the tentative agreement.

Calendar for Ratification

General Membership Meeting to discuss the Tentative Agreement - Q&A with your bargaining team.
TRC | 1299 E 32nd St, Signal Hill, CA 90755 | Thursday, March 7 @ 5:00 p.m.

Voting on the Tentative Agreement

Voting begins Wednesday, March 13 at 6:00 a.m. through Friday, March 15 @ 4:30 p.m. (Electronic Voting through Simply Voting) Voting results will be sent to the membership in the electronic newsletter in the early evening on Friday, March 15.

Do we have your personal e-mail? That is where your ballot will be sent. If you have a voting question call Ingrid Perez at 562-426-6433 or email ingrid@talb.org

Only members may vote on ratification.

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

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

TALB - K12 AND CDC/HEAD START NEGOTIATIONS FOR 2023-2024

TENTATIVE AGREEMENT 2/26/24

K12 CONTRACT LANGUAGE

ARTICLE V: Days and Hours of Employment

A. WORKDAY

4. During any school month, certificated staff may be required to attend on-site meetings not to exceed a total of four (4) hours beyond the instructional day **for classroom teachers**, or duty day for **TOSAs**, counselors and psychologists. Two (2) additional hourly monthly meetings may be added 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.
5. On-site work hours for secondary school librarians, Teachers on Special Assignment (TOSAs), 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. **In cases of emergent student safety**, ~~if~~ the principal or ~~his/her~~ designee **may** determine it is necessary for the employee to remain on-site to perform the assigned duties of the position up to eight (8) hours.

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 include~~ **include** ~~may involve~~ activities such as supervision of pupils, 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.

9. The scheduled preparation period at the secondary level is defined as paid working time for the specific purposes of preparing materials; conferring with students, parents, support staff, and administrators; **attending IEPs**; and other duties subject to assignment by the principal. It may also, if deemed necessary by the immediate site manager, be used for providing replacement services (class coverage) for a temporarily absent unit member.

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Elementary teachers assigned extra students, as replacement service for a temporarily absent unit member, will be compensated \$25 per daily occurrence, after three (3) occurrences.

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 2023-2024, the allowance is **\$1366.78**. 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.

Appendix B - Salaries

4% increase to bargaining unit salary schedules, stipends, and rates of pay for 2023-2024 retroactive to July 1, 2023. An additional one time off-schedule payment of 4% for 2023-2024 based on the unit members' earnings for the 2023-2024 fiscal year.

Salary Schedule S - Certificated Employees Additional Assignment

- **Adjust the total Athletic Director Stipend and payment frequency from two times per year to three times per year.**
 - **As a result of CIF, state, and local regulations regarding interscholastic athletics, athletic directors will now be paid the same stipend as a varsity coach (currently \$5163) three times a year in alignment with the three sport seasons (Fall, Winter, and Spring). Payment schedules will align with those of the varsity coaches in these respective seasons.**

Salary Schedule W - Additional Amounts

- **The District will add two additional tiers to Schedule W for department heads as outlined below:**

- 70 to 89 Sections will be paid \$10,147 (15% more than previous level).
 - 90 or more sections will be paid \$11,670 (15% more than previous level).
 - Co-department chairs shall split the stipend level corresponding to their site's total number of sections.
- The District will adjust student counts for the two existing tiers and add two additional tiers to Schedule W for pathway lead teachers as outlined below:
 - For pathways with 1-399 students - \$5,601.08.
 - For pathways with 400-599 students - \$8,824.
 - For pathways with 600-699 students - \$10,147.
 - For pathways with 700-or more students - \$11,670.
 - Co-pathway lead teachers shall split the stipend level corresponding to their pathway's total number of students.

B. **HEALTH AND WELFARE BENEFITS:**

2. The 2013 District annual maximum contribution toward individual unit member insurance premiums for District medical plans for full time employees, employee plus one and family coverage shall be based on the 2013 District PPO rates as adjusted by the cost containment changes. The District's annual maximum contribution excludes District dental and vision insurance.

Beginning the 2014 insurance year (January 1, 2014), and each year thereafter, the District shall increase the prior year's District annual maximum **(DAM)** contribution toward individual unit member insurance premiums for District medical plans for full-time employees, employee plus one and family coverage by 3.5%. In the event the elected coverage in a District insurance program exceeds the above stated District annual maximum contribution, the cost difference shall be paid by the unit member through payroll deduction. **Employees will be required to pay the cost difference for each plan (except for the lowest cost HMO plan) and their selected tier (Employee Only, Employee plus one (1), and Family).** The Health Benefits committee shall actively work to limit increases greater than 3.5%, through plan design modifications, vendor selection, wellness programs, and member education. In the event that the combination of the annual PPO rate increase and/or cost containment results in premiums below the District maximum annual contribution described above, that difference will mitigate future rate increases.

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

- b. Flexible Spending Accounts **plan year will match the District's fiscal year (July 1 to June 30) with open enrollment taking place in May of each year and all plan changes taking effect on July 1.** ~~remain on the calendar year and will continue to have their open enrollment in November.~~

4. All eligible unit members retiring from the District after August 31, 2013 shall receive the same District annual maximum contribution for District medical plans provided to active unit members. ~~Eligible unit members who retire on or before the above date shall not be subject to the District's annual maximum contributions as described in Section 2 above.~~ **The retiree, or un-remarried spouse including registered domestic partners of the deceased retiree, shall pay the difference to remain in the District medical plan through the duration of benefit eligibility, as defined in Article VI, Section C. Spouses who remarry and those who register with a new domestic partner would not maintain eligibility.**
7. Dental Insurance. The District agrees to provide eligible employees with District payment of premium costs. Employees may choose between approved plans described below:
 - b. **DeltaCare USA** ~~Delta Care (PMI)~~ Dental Health Plan. This is a continuation of the present plan. Coverage for both the employee and his/her eligible dependents is provided for by this plan.
9. Vision Care Insurance. The District agrees to provide vision care insurance for eligible employees. The **EyeMed Medical Eye Services** plan provides one (1) comprehensive examination every twelve (12) consecutive months; two (2) pairs of lenses in any twenty-four (24) consecutive months. Employee is responsible for paying a ten dollar (\$10) deductible per calendar year. Prior enrollment in the plan is required.

- F. **HEALTH AND WELFARE BENEFITS COMMITTEE.** The Association and District agree to form a joint committee to meet on an as needed basis to address the current and projected increases in health care costs. All recommendations will be submitted for consideration to the respective collective bargaining teams for negotiating. The specific duties of the subcommittee shall include:
- e. ~~Identifying an additional \$800,000 in cost containment and plan changes for TALB unit members for implementation no later than January 1, 2014. These cost containment changes will reduce the premiums for the affected plans beginning January 1, 2014 and are intended to mitigate individual unit member premium contributions as described in Section B.2.~~

ARTICLE VII: Leaves

C. LEAVES OF ABSENCE WITH PAY:

1. **Bereavement Leave.** Employees are entitled to leaves of absence, not to exceed five (5) as a result of the death of any member of the immediate family **or reproductive loss**. Bereavement leave is non-cumulative and shall be taken only sequentially and immediately following the death of a member of the immediate family **or reproductive loss**. No deduction shall be made from the salary of the employee, nor shall the leave be deducted from leave granted in other sections of this Article. Members of the

immediate family include mother, step-mother, father, step-father, grandmother, grandfather, or grandchild of the employee or of the spouse of the employee or registered domestic partner; and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, of the employee or of the spouse of the employee; or any person having a principal place of residence in the immediate household of the employee. Employees who take bereavement leave shall be responsible for following all notification procedures as per Section A.5. of this Article.

ARTICLE VIII - Transfers

A. DEFINITIONS AND CONDITIONS:

4. “Specialized positions” as defined in this article are positions that include one or more of the following:
 - a. Calendar year beyond ~~184~~ 182 days;
 - b. Specific certification, experience, and training including but not limited to: Transitional Kindergarten, AP; GATE (**Secondary**); TOSA; Special Education, Autism, ED and Transition;
 - c. **All eligible bargaining unit members interested in an Elementary GATE opening must indicate their intent on the transfer application. Elementary GATE positions will follow the vacancy guidelines outlined below:**
 1. **Vacancies at all elementary sites that were a non-GATE position in the current year would go through the employee-initiated transfer request process outlined in Article VIII, Section B.**
 2. **Vacancies at all elementary sites that were GATE positions in the current year would be flown as specialized positions;**
 - d. Special skills in areas which are paid additional assignments; or
 - e. Non-traditional assignments including but not limited to: Multi-Age; GOC and CDS; Literacy; Dual Immersion; and TOSA.

E. FACTORS IN DETERMINING TRANSFERS:

1. One or more of the following factors shall be considered in determining transfers initiated by employees or by the District:
 - (e) **Designated elementary schools;**
 - **Designated Elementary Schools are those where the classroom teacher demographics do not match student demographics.**
 - **Vacancies due to retirement, resignation, or transfers at designated elementary schools will not be subject to Article VIII, Section B. These vacancies shall be posted in each school no later than March 15. Postings**

shall be sent to the TALB Office, to each school site for posting on a designated bulletin board in the faculty lounge, and posted on the District's website. Updates of current openings will be posted in March, April and May.

- All eligible bargaining unit members who request a transfer to a vacant position at any of the designated elementary sites will be given the opportunity to apply for these vacant positions. Site interview teams, comprised of a majority of unit members, shall provide recommendations for consideration to the site administrator. The site administrator shall make the final consideration recommendations to the District Transfer Committee.
 - The District and TALB have entered into a Memorandum of Understanding (MOU) – Implementations of Changes to Transfer Process. This MOU will guide the implementation of the designated elementary schools transfer process outlined in Section E.1.e. This MOU will be revisited and renewed annually as part of the yearly negotiation process.
- (f) Skills, experience, certification, and/or training; and
- (g) Recommendation of site interview team.

ARTICLE IX: Safety Conditions of Employment

- E. When conditions constitute an obvious and immediate danger to the physical well-being of the employee and/or students for whom the employee is responsible, the employee shall immediately report the situation to the manager who in conjunction with the employee will render prudent and reasonable assistance in alleviating the problem. Safety committees at each site shall develop and/or review energy communication procedures to address classroom and site emergencies.
- 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. **Bargaining unit members are not required to break-up physical altercations.**
- G. Employees shall immediately report serious threat of physical harm or cases of actual assault and/or battery suffered by them in connection with their employment to their immediate manager **and submit a report via the electronic submission process developed by the District.** ~~to submit the appropriate district form.~~ **Site managers and Human Resources will receive a copy of the report.** All such reports shall be forwarded to the appropriate local police agency by the District in compliance with state law. If police action is desired by the employee, ~~he/she~~ **the employee may** ~~must~~ file a separate complaint. The District recommends that employees file such complaints with the police.
1. As provided in Education Code, Section 44807, ~~any~~ certificated employees of a school district shall not be subject to criminal prosecution or criminal penalties for the

exercise, during the performance of ~~his/her~~ **their** duties, of the same degree of physical control over a pupil that a parent would be legally privileged to exercise but which in no event shall exceed the amount of physical control reasonably necessary to maintain order, protect property, protect the health and safety of pupils and employees, or to maintain proper and appropriate conditions conducive to learning.

- O. With the exception of temporary malfunctions, all existing classrooms will have a working intraschool phone or intercom. New classrooms will have intraschool phones or intercoms installed as quickly as possible but no later than twelve (12) months after the classroom is utilized for instruction. During the period when no phone or intercom has been installed, classroom teachers shall be provided with cell phones within a reasonable time.

In those situations, in which students are instructed in non-traditional interior areas, the teacher will have access to some type of device to ensure emergency communication with the school office. **Communication in emergency situations is a priority. All sites will have a specific reporting process for emergencies as defined by the site's safety committee.**

- P. While on District business, in the event any ~~employee's~~ **bargaining unit member'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 \$600 per incident. The above is contingent upon all of the following:

CDC/HEAD START CONTRACT LANGUAGE

ARTICLE VI: Compensation

A. SALARIES:

8. 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 2022-2023, the allowance is **\$1366.78**. 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.

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4% increase to bargaining unit salary schedules, stipends, and rates of pay for 2023-2024 retroactive to July 1, 2023. An additional one time off-schedule payment of 4% for 2023-2024 based on the unit members' earnings for the 2023-2024 fiscal year.

B. **HEALTH AND WELFARE BENEFITS:**

2. The 2013 District annual maximum contribution toward individual unit member insurance premiums for District medical plans for full time employees, employee plus one and family coverage shall be based on the 2013 District PPO rates as adjusted by the cost containment changes. The District's annual maximum contribution excludes District dental and vision insurance.

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

- b. Flexible Spending Accounts will **match the District's fiscal year (July 1 to June 30) with open enrollment taking place in May of each year and all plan changes being effective on July 1.** ~~remain on the calendar year and will continue to have their open enrollment in November.~~
4. All eligible unit members retiring from the District after August 31, 2013 shall receive the same District annual maximum contribution for District medical plans provided to active unit members. ~~Eligible unit members who retire on or before the above date shall not be subject to the District's annual maximum contributions as described in Section 2 above.~~ **The retiree, or un-remarried spouse including registered domestic partners of the deceased retiree, shall pay the difference to remain in the District medical plan through the duration of benefit eligibility, as defined in Article VI, Section C. Spouses who remarry and those who register with a new domestic partner would not maintain eligibility.**
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- F. **HEALTH AND WELFARE BENEFITS COMMITTEE.** The Association and District agree to form a joint committee to meet on an as needed basis to address the current and projected increases in health care costs. All recommendations will be submitted for consideration to the respective collective bargaining teams for negotiating. The specific duties of the subcommittee shall include:
- e. ~~Identifying an additional \$800,000 in cost containment and plan changes for TALB unit members for implementation no later than January 1, 2014. These cost containment changes will reduce the premiums for the affected plans beginning January 1, 2014 and are intended to mitigate individual unit member premium contributions as described in Section B.2.~~

ARTICLE VII: Leaves of Absence

C. LEAVES OF ABSENCE WITH PAY:

1. **Bereavement Leave.** Employees are entitled to leaves of absence, not to exceed five (5) days as a result of the death of any member of the immediate family **or reproductive loss**. Bereavement leave is non-cumulative and shall be taken only sequentially and immediately following the death of a member of the immediate family **or reproductive loss**. No deduction shall be made from the salary of the employee, nor shall the leave be deducted from leave granted in other sections of this Article. Members of the immediate family include mother, step-mother, father, step-father, grandmother, grandfather, or grandchild of the employee or of the spouse of the employee or registered domestic partner; and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in law of the employee or of the spouse of the employee; or any person having a principal place of residence in the immediate household of the employee. Employees who take bereavement leave shall be responsible for following all notification procedures as per Section A. 5. of this Article.

ARTICLE VIII: Transfers

B. Transfers at Teacher Request

7. CDC Program. Voluntary transfers shall be made on the basis of one or more of the following factors: (a) certification to perform the required services; (b) staffing needs of the center (gender, teaching experience); (c) special skills in areas that are specific to the identified program; e.g., School Age Care, Preschool Age Care, etc. When the above factors are substantially comparable, length of service in the CDC program will determine transfers except that, in the cases of equivalent length of service in the CDC program, additional consideration will be given to the employee's length of service at the present center. **Employees may request a transfer to a different site and/or shift for the subsequent school year.** 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.

ARTICLE IX: Safety Conditions of Employment

- F. Employees shall immediately report serious threat of physical harm or cases of actual assault and/or battery suffered by them in connection with their employment to their immediate manager, and to the Director, and CDC or Head Start Coordinator, **and submit a report via the electronic submission process developed by the District.** ~~to submit the appropriate district form.~~ **Site managers and Human Resources will receive a copy of the report.** All such reports shall be forwarded to the appropriate local police agency by the District in compliance with state law. If police action is desired by the employee, ~~he/she~~ **the employee must** file a separate complaint. The District recommends that employees file such complaints with the police.
 1. As provided in Education Code, Section 44807, ~~any~~ certificated employees of a school district shall not be subject to criminal prosecution or criminal penalties for the exercise, during the performance of ~~his/her~~ **their** duties, of the same degree of physical control over a pupil that a parent would be legally privileged to exercise but which in no event shall exceed the amount of physical control reasonably necessary to maintain order, protect property, protect the health and safety of pupils and employees, or to maintain proper and appropriate conditions conducive to learning.
- P. While on District business, in the event any ~~employee's~~ **bargaining unit member'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 \$600 per incident. The above is contingent upon all of the following:

Signatures:

For TALB:

Corrin Hickey
TALB – Lead Negotiator

Date

Gerry Morrison
TALB – President

Date

For the District:

Steven Rockenbach
Director of Employee Relations and Ethics

Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN LONG BEACH UNIFIED SCHOOL DISTRICT (LBUSD) AND
TEACHERS ASSOCIATION OF LONG BEACH (TALB)**

Protocols for the District Wide Implementation of Full Day Transitional Kindergarten

February 26, 2024

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 District Wide Implementation of Full Day Transitional Kindergarten during the 2024-25 school year.

1. All TK Classrooms must maintain an adult-to-student ratio of 12 to 1.
 - a. TK teachers in the PreK-TK Partner Teacher Model (CTC Permitted Teacher and the Credentialed Teacher) must meet licensing requirements. The expectation is that TK teachers work as counterparts, each teacher equally contributing their expertise within a collaboratively taught full-day program.
 - b. TK teachers without a partner teacher will work with paraprofessionals to maintain state and federal government required ratios.
2. Transitional Kindergarten teachers will be expected to administer only the following district required assessments: FRSA and a maximum of six (6) district assessments. Support (outlined in 1b above) will be scheduled to facilitate the assessment windows. Assessment times will be selected by the classroom teacher. Teachers and site administrators will meet to determine additional support during FRSA testing.
3. Transitional Kindergarten recess and lunch schedules will be prioritized in school scheduling to best meet the needs of an all-day program.
4. All transitional kindergarten teachers will be asked to complete a survey, early spring, designed to gather feedback on the implementation of the full-day transitional kindergarten model.
5. The District and TALB agree to meet in October and April to discuss ongoing progress of Full Day Transitional Kindergarten implementation.

This MOU shall expire on June 30, 2025, and thereafter may be extended by mutual written agreement of the District and TALB.

For the District

For TALB

Date

Date

MEMORANDUM OF UNDERSTANDING – K-12
BETWEEN LONG BEACH UNIFIED SCHOOL DISTRICT (LBUSD) AND
TEACHERS ASSOCIATION OF LONG BEACH (TALB)
IMPLEMENTATION OF TRANSFER PROCESS CHANGES
February 26, 2024

The Teachers Association of Long Beach and the Long Beach Unified School District support the development of a diverse and inclusive highly qualified workforce that is reflective of our students and community.

In an effort to support a diverse and inclusive workforce, the Teachers Association of Long Beach and the Long Beach Unified School District hereby agree to the process outlined below that guides the implementation of changes to the transfer process, outlined in Article VIII, Section E.1.e., approved as part of the 2023-2024 contract negotiations:

1. TALB and the District will meet yearly, prior to February 28, to mutually select up to ten (10) elementary schools (elementary grades at K-8 schools) that will adhere to the adjusted transfer process. Prior to implementation of this MOU, the District will survey teachers, who have selected two or more demographic areas, to voluntarily disclose their individual demographics.
2. Sites will be identified based on staff demographics and student demographics. Key metrics to be used for selection shall include:
 - a. Students account for 10% of a site's population in any demographic category and no teachers on staff are from the corresponding demographic category.
 - b. Thirty (30) percentage point differential between one or more individual student demographic categories and corresponding staff demographic categories.
 - c. In the event more than ten (10) schools meet one of the two categories outlined in category 2.a or 2.b, selection shall be based on sites who meet the prioritized criteria listed below:
 - i. Meet both criteria outlined in category 2.a and 2.b.
 - ii. Meet criteria 2.a.
 - iii. Have two or more student groups meeting either category 2.a or 2.b.

iv. Have the largest percentage discrepancy in any single demographic category.

3. In the event there are no applicants for a designated transfer position at the mutually selected schools referenced above, the position will be subject to the standard transfer and assignment process outlined in Article VIII.
4. The District and TALB shall reconvene prior to the school year's end and in the first semester of each school year to review the impact and data regarding specific assignments outlined in Article VIII, Section E.1.e.

This MOU remains in effect through June 30, 2025. The District and TALB agree to meet and review the renewal of this MOU annually in subsequent years.

Signatures:

For TALB:

Corrin Hickey
TALB – Lead Negotiator

Date

Gerry Morrison
TALB – President

Date

For the District:

Steven Rockenbach
Director of Employee Relations and Ethics

Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN LONG BEACH UNIFIED SCHOOL DISTRICT (LBUSD) AND
TEACHERS ASSOCIATION OF LONG BEACH (TALB)**

Protocols for the District Wide Implementation of Full Day Kindergarten

February 26, 2024

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 District Wide Implementation of Full Day Kindergarten during the 2024-25 school year.

1. The District will provide each teacher with at least seven (7) hours of additional adult support each week, inclusive of the following:
 - a. Each elementary and K-8 site will be allocated 30 minutes per kindergarten classroom per day of additional Recreational Aide time to support the set-up and implementation of outdoor learning activities.
 - b. The support may include paraprofessionals, college aides, and literacy support teachers. Teachers will be included in the scheduling of the support.
2. Kindergarten teachers will be expected to administer only the following district required assessments: FRSA and a maximum of six (6) district assessments. Support (outlined in 1b above) will be scheduled to facilitate the assessment windows. Assessment times will be selected by the classroom teacher. Teachers and site administrators will meet to determine additional support during FRSA testing.
3. Kindergarten recess and lunch schedules will be prioritized in school scheduling to best meet the needs of an all-day program.
4. Early spring all kindergarten teachers will be asked to complete a survey designed to gather feedback on the implementation of the full-day kindergarten model.
5. The District and TALB agree to meet in October and April to discuss ongoing progress of Full Day Kindergarten implementation.

This MOU shall expire on June 30, 2025, and thereafter may be extended by mutual written agreement of the District and TALB.

For the District

For TALB

Date

Date

Safety Memorandum of Understanding

February 26, 2024

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 District and Site Safety Procedures.

1. The District shall provide teacher access to the assigned emergency gates, buildings, and classrooms associated with each teachers’ assignment during office hours.
2. A teacher assigned a smaller office space will meet with the site administrator or designee to designate available offices or conference rooms for scheduled student groups, parent conferences and/or IEPs.
3. Concerns regarding implementation of this MOU should be addressed with the site administrator and then the level office.

This MOU shall expire on June 30, 2025 and thereafter may be extended by mutual agreement of the District and TALB.

For the District

For TALB

Date

Date