



Teachers Association of Long Beach, CTA/NEA

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SUMMARY DETAILS OF TENTATIVE AGREEMENT COMPENSATION & CONTRACT LANGUAGE 2024-25 CDC/HEAD START

TALB and the District have reached a tentative agreement.

K-12 and CDC/Head Start - SALARY INCREASE: 0%

This year, 2024-25, LBUSD has projected deficit spending (using their savings in the reserve to cover bills) up to \$54,200,000.00. As of this writing, the District is working on a budget for 2025-26 that projects deficit spending \$101,400,000.00. Spending down the reserves avoided layoffs for 2024-25. It is not known if spending one hundred million dollars out of the reserves will avoid layoffs in the Spring of 2026. District Adopted Budget 2025-26. *In addition, there is the specter of losing ALL Federal Funding due to attempts at eliminating the Federal Department of Education.*

TENTATIVE AGREEMENT – FREQUENTLY ASKED QUESTIONS

This year, 2024-25 the entire contract was up for negotiations. Language was amended or modified in the following articles:

CDC – Head Start Contract

Article IV – Association Rights

Article V – Days and Hours of Employment

Article VI – Compensation

Article VII – Leaves of Absence

Article VIII – Transfers

Article IX – Safety Conditions of Employment

Article X – Class Size and Staffing Ratios

Article XI – Evaluation Procedure

Article XII – Grievance Procedure

Article XIII – Concerted Activities

CDC-HS Appendices

Appendix E

Calendars 2026-27 & 2027-28

WHO IS ON THE TALB BARGAINING TEAM? Lead Negotiator: Corrin Hickey – Lakewood H.S., **Bargaining Members:** Julie McCall – Nelson M.S., Kennedy Dixon – MacArthur E.S., Renee Brown – CAMS, Maritza Summers – Mann E.S., Kevin Quinn – Edison E.S., John Solomon – MacArthur E.S., Allinette Dean-Richards – CDC, Maria Garcia – Head Start Christine Gibson, R.N. - Franklin M.S. & Chris Callopy – TALB Staff

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.

Calendar for Ratification

General Membership Meetings to discuss the Tentative Agreement - Question & Answer with your bargaining team, TALB leadership at Longfellow E.S. on June 5th, from 5:00-6:00 p.m.
Longfellow E.S. 3800 Olive Ave, Long Beach 90807 - Auditorium

Voting on the Tentative Agreement Begins Monday, June 9 through Friday June 13 @ 4:00 p.m. (Electronic Voting through Simply Voting)

Voting results will be sent via the E-Update by 6:00 p.m. on Friday, June 13.

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

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

CDC/HEAD START CONTRACT LANGUAGE

ARTICLE IV: Association Rights

G. NEW UNIT MEMBER INFORMATION

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

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

- i. First name;
- ii. Middle initial;
- iii. Last name;
- iv. Suffix (e.g. Jr., III);
- v. Job title;
- vi. Department;
- vii. Primary worksite name;
- viii. Work telephone number;
- ix. Work telephone extension;
- x. **Work Email**
 - a. **These email addresses cannot be shared with any outside organization including California Teachers Association (CTA).**
 - b. **These email addresses are provided solely to allow TALB to communicate with a bargaining unit member in the event TALB is unable to reach them in representational matters including Discipline meetings, layoffs, etc., and therefore may not be used to communicate for any other reason including but not limited to non-representational union matters, promotions, organizing efforts, etc.**

ARTICLE V - Days and Hours of Employment

A. WORK YEAR:

1. **Child Development Center Teachers.** The work year for Child Development Center teachers shall be one of the following:

b. **Ten Month Assignment**

- (2) **Ten Month Assignment: Traditional Calendar Assignment (California Preschool Teachers).** Teachers who have a ten (10) month traditional assignment annually work one hundred eighty-four (184) days. Salary payments to employees in this ten (10) month assignment are prorated over 10.5 pay periods.

3. **Mandated Training (New section)**

Each fall, all bargaining unit members shall complete Annual Mandated Training within the timeline established by the District. The District will reserve four (4) hours of required meeting time established under Article V(A)(4) and/or Article V(B) (pupil free days) to complete Annual Mandated Training. TALB and the District agree to meet and negotiate immediately if Annual Mandate Training exceeds four (4) hours.

ARTICLE VI - Compensation

A. **SALARIES:**

3. **Payroll Errors:** Proper salary class and step placement is a joint responsibility of the employee and the District. All employees are encouraged to review their salary placement annually and should they believe that they are improperly placed on the salary schedule, they should immediately bring this information to the attention of the District. **Adjusted notice of assignments, for subsequent school years, will be available for assigned bargaining unit members on July 1 prior to the start of the subsequent school year.**

In the event that an incorrect salary placement results in an underpayment ...

Should the incorrect salary placement result in an overpayment, ~~the employee will reimburse the District the full amount of such overpayment on a repayment schedule developed by the District and the employee. In the event of an error favoring the employee or the District, the error shall be corrected retroactively for a period of up to three (3) years dating from the discovery of the error. "Discovery of the error" is defined as the date the District or the employee first receives written notification.~~ **the following procedures, as outlined in Education Code section 44042.5, shall apply:**

- a. **The District shall notify the employee in writing of the overpayment, afford the employee an opportunity to respond before commencing**

recoupment actions, and inform the employee that if the employee disputes the existence or amount of the District's claimed overpayment, the District shall first initiate a legal action and obtain a court order validating the claimed overpayment amount before it may recover the overpayment amount. If in court the employee is represented by counsel supplied by TALB, then the provisions of subdivision (b) of Section 3543.8 of the Government Code shall apply to the litigation.

- b. If the employee agrees that the District overpaid them in the claimed amount, reimbursement shall be made to the school employer through one of the following methods mutually agreed to by the employee and the school employer: (A) Cash payment or cash installment payments; (B) Installment payments through payroll deduction covering at least the same number of pay periods in which the error occurred; (C) The adjustment of appropriate leave credits, provided that the overpayment involves the accrual or crediting of leave credits. Any errors in sick leave balances shall only be adjusted with sick leave credits, and any installment shall not exceed the amounts specified in Section 706.050 of the Code of Civil Procedure.
- c. Absent mutual agreement on a method of reimbursement pursuant to section (2) above, within 30 days of the employee verifying the overpayment amount the District shall proceed with recoupment in court pursuant to section (1) above.
- d. An employee who is separated from employment before full repayment of the overpayment amount owed shall have an amount sufficient to provide full repayment withheld from any money owed to the employee upon separation, provided that the state minimum wage is still paid to the employee. If the amount owed to the District upon separation is insufficient to provide full reimbursement to the District, the District shall have the right to exercise any and all other legal means to recover the additional amount owed.

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 ~~2025-26~~ ~~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.

B. HEALTH AND WELFARE BENEFITS:

1. **Employee Eligibility.** Bargaining unit employees working fifty (50) percent or more of a full-time assignment as defined in Article V, Section A.11., (exclusive of job sharing, Article V, Section A.14.) are eligible for health, dental, vision, and life insurance benefits as provided in this Article. Effective 2010-11, the employer contribution shall be pro-rated for less-than-full-time unit members.
 - a. All coverage is effective the first day of paid service or first paid day upon return from unpaid leave of absence.
 - b. Any employee in unpaid leave status for a period in excess of thirty (30) calendar days may continue health and welfare benefit coverage as provided in this Article by personally paying the premiums. The percent of the annual premiums to be paid shall be the same as the percent of the contract year during which the employee is in unpaid leave status. (For example, a one hundred eight-~~four two~~ [1842] workday teacher on unpaid leave for one [1] semester, i.e., ninety-one [91] days, is responsible for fifty (50) percent of the annual benefit premiums.)
 - c. ~~Effective 9/1/06,~~ An employee who fails to enroll during open enrollment or within thirty (30) days of initial eligibility will be automatically enrolled in the **lowest cost medical plan PPO**, Delta Premier, Vision, and Life.
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 maximum annual 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 **medical 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 1-18 to June 30).~~ The change **District plans** shall be managed in the following manner:

3. The lowest cost District ~~HMO~~ medical plan offered to unit members in any given insurance year shall not be subject to the District annual maximum contribution described in Section 2 above. In the event that the District anticipates that the premiums for the lowest cost District medical ~~HMO~~ plan may exceed the District annual maximum contribution as described in Section 2 above in the succeeding year, negotiations will automatically be initiated to address the excess cost during the next round of negotiations.

6. Health Insurance.

b. HMO Plan.

HMO. Office visits, ~~\$15~~ \$10; no deductible; hospitalization 100% covered. Unlimited lifetime maximum. ~~Continuation of existing plan without modification of benefits, except as noted effective 7/1/17.~~

Chiropractic Care HMO: ~~\$10~~ \$5 co-pay, up to 30 visits per year, effective 1/1/07.

c. PPO. COMPREHENSIVE MAJOR MEDICAL.

Mail Order (90 Day Supply): \$0 co-pay for generic; \$20 co-pay for formulary; and \$50 co-pay for non-formulary. ~~Effective 7/1/2017, all diabetes medications shall be filled in a 90-day supply through Mail Order or 90-day supply through Walgreens (no other drugs outside the diabetes category in a 90-day supply at Walgreens).~~

9. Vision Care Insurance. The District agrees to provide vision care insurance for eligible employees. The EyeMed 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. **Employees may purchase an enhanced vision plan for the employee, employee plus one, or employee plus family through the District. The District standard allocation for the Vision Plan will be deducted from the cost of the enhanced plan. The remaining costs will be covered through monthly payroll deductions.**

C. DURATION OF BENEFITS:

1. Retiring Employees After Seventeen Years of Service. Employees shall be eligible for District-paid premiums for health insurance provided that (a) the employee is age fifty-five (55) or older upon retirement and has seventeen (17) or more service years in the District or (b) the employee has at least thirty (30) years of service credit with STRS or PERS and seventeen (17) or more service years with the District. This benefit shall end when the retiree reaches age sixty-seven (67) on the condition that the retiree, if eligible, applies for coverage under Medicare Part A and B coverage at age sixty-five (65). Eligible employees who fail to apply for such coverage will not receive District-paid premiums for health insurance from age sixty-five (65) to age sixty-seven (67). The retiree, or un-remarried spouse of deceased retiree, may remain in the District plan by paying personally the insurance premiums without any limit on age.

Medicare coverage will be primary for those employees who are eligible; the District's plan will provide secondary or umbrella coverage over Medicare payments. Additional information is available from the Risk Management Branch. (For health insurance benefits, unit member employees compensated for fifty [50] percent or more of a full-time assignment will receive one [1] year of credit toward the required seventeen [17] years of service.)

Note: Time worked in an hourly assignment (0.0 FTE Position) is not included in service credit, for the purposes of eligibility for District-paid premiums for health insurance for retiring employees.

- 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:

- a. Actively considering health and benefit cost containment measures relating to District PPO, HMO, vision and dental insurance plans for recommendation to the parties. This includes, but is not limited to, co-payments and plan design modifications, active rate bidding by health care vendors/providers and alternative plans. It is the intent that the subcommittee shall use every reasonable effort to maintain the premiums for the lowest cost District ~~HMO~~ medical plan below the District annual maximum contribution described in Section B.2 above.

ARTICLE VII: Leaves of Absence

C. LEAVES OF ABSENCE WITH PAY:

3. Sick Leave:

- b. For each school year of service every employee employed five (5) days a week (1.00 FTE) shall be entitled to the following leave of absence with full pay for illness or injury

184 workday employees: 10.31 days (82.49 hours)

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

- a. Every employee shall be permitted to use not more than **eight (8)** ~~seven (7)~~ days (11 month CDC teachers not more than **nine (9)** ~~eight (8)~~ days) of sick leave per fiscal year for personal necessity (Education Code, Section 44981) consisting of the reasons listed in (1) through (8) below.

ARTICLE VIII: Transfers

- G. **REASSIGNMENTS:** Every reasonable effort will be made to notify teachers of the reassignment on or before May 1. In the event that notification is not possible, every reasonable effort will be made to notify teachers at least fourteen (14) days before the reassignment begins. During the period of leveling classroom enrollment at the start of the school year, ~~every reasonable effort will be made for~~ reassignments ~~to~~ **will** be completed within the first twenty (20) days **except in cases of unexpected enrollment changes**. Reassignments will not be made mid-year except in cases of opening or closing classes, needs of the program with regard to specific state (licensing) requirements, and/or potential negative impact to contract earnings.

- 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 24, 2025** ~~April 5, 2023~~. This MOU will expire on June 30, **2028**. ~~2025~~.

ARTICLE IX: Safety Conditions of Employment

- C. The site manager or ~~his/her~~ designee shall investigate physical conditions at the site which are alleged in writing to be unsafe or hazardous. When the manager determines that an unsafe or hazardous physical condition exists, ~~he/she shall take~~ reasonable **steps shall be taken** to temporarily prevent accidents and **necessary action to correct the condition** shall **be taken** within forty-eight (48) hours ~~also take action he/she deems necessary to correct the condition~~. Upon request, the unit member will be notified of the status of the repair.
- D. Employees shall be responsible for complying with published District safety standards applicable to each employee's job responsibility and for practicing basic safety measures. Each site shall test emergency bells through scheduled drills. The dates of the drills will be available upon request in the site office for review. **The District shall provide teacher access to the assigned emergency gates, buildings, and classrooms associated with each teachers' assignment during office hours. 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.** The District agrees to provide on-going opportunity for unit members to make suggestions, recommendations and collaborate with the site manager regarding the safety of employees through site safety committees.
- F. Employees shall immediately report ...
1. As provided in Education Code, Section 44807, any certificated employee of a school district shall not be subject to criminal prosecution or criminal penalties for the exercise, during the performance of 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. ~~¶~~
 2. As provided in Education Code, Section 35208 (2), the District shall insure against the personal liability of the members of the Board and of the officers and employees of the District for damage for death, injury to a person, or damage or loss of property caused by negligent act or omission of the member, officer, or employee when acting within the scope of ~~his~~ **the** office of employment.

- J. Written District guidance and discipline codes and due process provisions ~~normally~~ will be distributed to and/or reviewed with employees at the first staff meeting ~~prior to the first day of the school year but no later than the end of the fourth week of the school year.~~ Employees shall be responsible for being familiar with these provisions, including the appropriate application of due process for students.
- K. When the site administrator has been officially notified that the court has authorized the release of information and such release of information does not violate the legal rights of the individual student, the teacher shall be informed of any student placed in ~~his/her~~ **the** class who has been convicted of a violent crime. The teacher is responsible for maintaining such information in strict confidence.
- N. With the exception of temporary malfunctions, all existing classrooms will have a working intraschool phone or intercom. **Sites will have a designated monitored emergency phone line for classroom to office communication for emergencies.** 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. **Sites will develop a communication plan for when the internet is down.** All sites will have a specific reporting process for emergencies as defined by the site's safety committee.
- R. In order to provide a safe, caring and orderly environment, the District expects civility from individuals engaging in school activities. Mutual respect, professionalism and common courtesy are essential qualities in promoting an educational and work environment free from disruptions, harassment, bullying and aggression. School district employees are expected to act in a manner that demonstrates their personal commitment to the highest ethical standards. The District Code of Ethics, are contained in Board Policy 4119.21., however in a joint effort to ensure civility, the District and Association agrees that a Joint Committee will be charged **with** ~~to~~ the responsibility of developing civility language that will be proposed for consideration of the Board.

ARTICLE XI: Evaluation Procedure

- D. **NOTIFICATION OF EMPLOYEES.** Employees to be evaluated shall receive a copy of the evaluation procedures within four (4) weeks after the beginning of their school session work year, traditional or year-round calendar. Those employees will be advised of the evaluation policy, procedures, standards, and expectations by their evaluator no later than

the end of the fifth school week. Except in extenuating circumstances, District and site goals will be provided to teachers one week prior to the teacher's goals deadline. Standardized test norms shall not be used for teacher evaluation. Personnel shall be judged on the District-adopted evaluation objectives, and performance standards. ~~and student growth data.~~ Such objectives and standards **that are aligned with the California Standards for Teaching Profession (CSTPs), ECE Standards, and Board Policies, Vision 2035** shall be in writing and made available to the evaluatee prior to any **evaluation** period. ~~in which he/she is evaluated.~~

ARTICLE XII: Grievance Procedure

A. DEFINITION:

3. A "day" is any day on which the grievant and the appropriate manager as part of their regular contract assignments are scheduled to be on duty. **Grievance deadlines are extended by the same number of days either party is on a leave or out of the District for official duty.**

ARTICLE XIII: Concerted Activities

- A. Apart from and in addition to existing legal restrictions upon and remedies for work stoppages, the Association, an employee organization as defined in the Act, hereby agrees that it shall not call, sanction, or participate in any strike, walkout, slowdown, or other organized withholding of services during the **term** life of this Agreement. In the event of any strike, walkout, slowdown, or other organized withholding of services, the Association and its officers will take all reasonable steps within their control to end or avert the same upon knowledge of such concerted activity.

APPENDIX E

Sick Leave Donation Program

~~The District and the Teachers Association of Long Beach agree to the implementation of the following Sick Leave Donation Program. The District and the Association further agree to review and evaluate the effectiveness of this plan after a full year has elapsed following the ratification of this contract by both the Association and the Board of Education.~~ The purpose of the Sick Leave Donation Program is to provide assistance to bargaining unit members suffering from a catastrophic physical illness or injury. The Sick Leave Donation Program provides employees with an opportunity to be restored to health so they can return to work. **This program shall be available to all members of the bargaining unit.**

Evaluation of the Program

This program will be reviewed and re-evaluated by the Office of Employee Relations and Ethics Services and the Teachers Association of Long Beach (TALB) ~~at the conclusion of one year of implementation. The parties may agree to modifications in the program. Any major revision or adoption of new language shall be discussed within the context of successor salary negotiations between the District and the Association.~~

Ratified 03-15-2019