CDC – Head Start Quick Overview

(Specific contract language begins on page 4.)

**2024–25 Tentative Agreement

Please read the entire document.

Article IV. Association Rights

- TALB may access members' district email addresses for representational purposes.
- Ensures members receive critical union communication regarding discipline, layoffs, or representation matters.

Article V Days & Hours of Employment

- Provides clarity surrounding 10 month assignments.
- Mandated trainings must occur during paid work hours.

Article VI – Compensation

- Clear timelines and protections for correcting payroll errors.
- Language added to protect health plans from unexpected cost increases.
- AETNA HMO cost increases were eliminated from former TA.
- New option for enhanced vision coverage for dependents.
- Clarified rules for retiree health benefits.
- NO increased out-of-pocket costs for the AETNA HMO & under the DAM.

Article VII Leaves Of Absence

- Sick leave adjusted to reflect the 184-day work year, increases sick leave time.
- Personal Necessity days increased from 7 to 8.
- A clearer definition of **Compelling Personal Reasons** for fairness.

Article VIII Transfers

- Notice of assignment will be issued on or before May 1.
- Reassignments will occur within a twenty-day window.
- Required **annual review** of the transfer process.

Article IX - Safety Conditions

- Unsafe conditions must be addressed within 48 hours.
- Emergency communication systems are required at all sites.
- Schools must have a plan when internet service is unavailable.
- Staff may request alternate spaces for confidential meetings.

Article XI – Evaluation Procedure

- Removed vague "board policy" references.
- The district must conduct annual reviews of the evaluation platform.

Article XII Grievance Procedure

Clarified the definition of "day" to prevent missed timelines and disputes.

Article XIII - Concerted Activities

- Clarified differences between term vs. life of the contract.
- Explicit explanation of loss of pay and service credit during strikes.

Appendix Improvements

- Appendix E: Sick Leave Donation program expanded to all members.
- Appendix G: Joint committee created to reduce DDRP and other duplicative paperwork.

MOU

- CDC Coordinating Teacher (CT) & Head Start Head Teacher Advisory Committee
- Working group to revisit compensation, roles and responsibilities for the CT & HT.
- Health Benefit Committee and Bargaining Team training to collaboratively address the long-term costs of health care while ensuring that employees continue to receive affordable and competitive health benefits.



Teachers Association of Long Beach, CTA/NEA

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SUMMARY DETAILS OF TENTATIVE AGREEMENT CDC – Head Start

TALB and the District have reached a tentative agreement for the 2024-25 contract. Resolving this agreement is critical for our next steps in negotiations for 2025-26 which may include mitigating layoffs, and retirement incentives.

The recent 2024-25 negotiations cycle covered the entire contract, resulting in several significant changes highlighted throughout the summary as "Improvements." Typically, when the contract is not fully open, only two or three articles are negotiable. We encourage every member to read the entire summary before casting their vote.

To facilitate discussion, a General Membership Meeting will be held at Browning H.S. on Tuesday, December 16 from 5:00 p.m. to 6:00 p.m. for members to ask questions in person.

Voting will officially take place starting Wednesday, December 17, 2025 at 6:00 a.m. and will conclude on Friday, December 19, 2025 at 4:30 p.m.

It is extremely urgent that we finalize the 2024-25 contract promptly so we can immediately pivot ourselves to negotiating the 2025-26 cycle. With many members having received displacement notices, programs being reduced, and the closure of Hoover M.S. announced during the week of December 1–5, starting the 2025-26 negotiations cycle as soon as possible is vital to mitigate further cuts and potential layoffs.

Please take the time to review the contract summary thoroughly before making your decision on how to vote.

ARTICLE IV: Association Rights

G. NEW UNIT MEMBER INFORMATION

- x. Work Email (New Section)
 - 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.

IMPROVEMENTS ARTICLE IV Association Rights – The Association is seeking to improve our ability to communicate effectively with all members, particularly those who have not provided up-to-date personal contact information. To ensure we maintain an accurate database and can better serve our membership, it is critical that we gain access to the list of current lbschools.net email addresses for our members. This will allow us to reliably reach everyone with essential updates and information.

ARTICLE V - Days and Hours of Employment

A. WORK YEAR:

- 1. <u>Child Development Center Teachers</u>. 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.

IMPROVEMENTS ARTICLE V Days and Hours

- Provide clarity surrounding a 10 month assignment. Mandated Training: Mandated training (typically 3–4 hours annually) must now be covered during the four hours allocated for monthly meetings. Members will no longer be required to complete this training outside of their regular duty day.

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. <u>Employee Eligibility</u>. 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. <u>Health Insurance.</u>

b. **HMO Plan.**

<u>HMO.</u> 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.

TA 12-8-25

<u>Chiropractic Care HMO</u>: \$5 \$10 co-pay, up to 30 visits per year, effective 1/1/07. *TA* 12-8-25

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.

IMPROVEMENTS ARTICLE VI Compensation - The following five key points address current operational issues and ensure financial stability for our members with payroll errors and our health benefit plans.

The first major point addresses the increasing frequency of payroll errors by incorporating specific language that references the relevant Education Code and provides members with a clear course of action if they are underpaid or overpaid.

Secondly, we are proposing cleanup language regarding our medical insurance plans. This aims to ensure the continuity of our members' healthcare coverage while proactively managing the escalating costs associated with these plans.

In connection with our medical coverage, we received the results of a recent audit which determines that if would be unnecessary to implement any plan changes for the AETNA HMO, allowing us to remain under the District Annual Maximum (DAM) for the period beginning July 1, 2026.

We are proposing the introduction of vision coverage for dependents. Currently, no such plan exists; this proposed oceve3rage would allow members to purchase an enhanced dependent vision plan at a significantly reduced cost.

Finally, we have included language to clarify the terms and conditions surrounding the qualification of retiree benefits.

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.

IMPROVEMENTS ARTICLE VII Leaves - Adjustments to our current leave policies, as they relate to the increase in our standard work calendar from 182 to 184 workdays. Specifically, the allowance for accrued sick leave days and hours be increased proportionally to align with the expanded work calendar. We also increased our allowance for personal necessity (PN) days from seven (7) to eight (8) days per year to account for the additional work obligations.

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.

IMPROVEMENTS ARTICLE VIII Transfers - Notice of assignment will be issued on or before May 1st. During the leveling of classroom enrollment at the beginning of the school year, reassignments will occur within a twenty-day window. Guidelines for changes of assignment and support remain in effect with the accompanying Memorandum of Understanding (MOU) through June 2028.

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 <u>Education Code</u>, 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. T
 - 2. As provided in <u>Education Code</u>, 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 <u>his the</u> 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 emergency phone extension 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.

IMPROVEMENTS ARTICLE IX SAFETY CONDITIONS OF EMPLOYMENT

1. Hazard Correction: Unsafe or hazardous situations shall be corrected within 48 hours of identification. 2. Emergency Access: Access to emergency gates, buildings, and classrooms shall be ensured during school office hours. 3. Space Assignment: If a staff member is assigned a smaller space, the site administrator will determine if an alternate location is available for student groups, parent conferences, and IEP meetings. 4. Emergency Communication: Sites will have a designated emergency phone extension for communication during an emergency. 5. Internet Outage Plan: Sites will develop a communication plan for situations when the internet is not functioning properly.

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. Such objectives and standards that are aligned with the California Standards for Teaching Profession (CSTPs), ECE Standards, shall be in writing and made available to the evaluatee prior to any evaluation period. in which he/she is evaluated. TA 11/18

<u>IMPROVEMENTS Article XI Evaluation Procedure</u> Concerns were raised by some members about the inclusion of "board policies" as a factor within the evaluation process. This language has been stricken from the tentative agreement.

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.

IMPROVEMENTS Article XII Grievance Procedure

This change provides necessary clarity regarding the definition of a day within the established grievance process. Since there are specific timelines that must be adhered to when filing grievances, this language adjustment is essential for improving clarity and ensuring compliance.

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.

IMPROVEMENTS Article XIII Concerted Activities

A simple change to clarify the distinction between the "life of a contract" and the "term of the contract." It is important to clearly communicate the implications of a strike. Specifically, any member participating in a strike will lose pay and the commensurate number of retirement days for each day of involvement. As a reminder, a strike is the last option for labor unions and is not taken lightly, given the tremendous impact it has on both the membership and the community.

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.

IMPROVEMENTS Appendix E

The modifications incorporated into this language were made with the intention of updating current practice and clarifying that the program is now available to all members of the bargaining unit, regardless of their specific role or status within the organization.

APPENDIX G (New Appendix for CDC/HS)

Paperwork, Reporting Student Data, and Utilization of Technology

The Long Beach Unified School District and the Teachers Association of Long Beach agree to address the issues pertaining to forms, reporting student data, surveys and utilizing technology in a collegial and collaborative manner. Both the District and Association agree to form a committee of up to five (5) members from TALB and up to five (5) members from the District, that will be charged with the responsibility of formulating responses to these issues and developing/implementing appropriate interventions and procedures.

The Teachers Association of Long Beach and the District shall jointly review the efficiency and success of the interventions and procedures on an annual basis and make recommendations for refinement of the same, as needed, to the Superintendent and TALB Executive Director. TA 11/20

IMPROVEMENTS Appendix G

We have received concerns from our members regarding the volume of administrative tasks, including ongoing paperwork, student data reporting, and the utilization of technology. To address these issues, a committee will be formed and tasked with reviewing all current processes. The primary goal will be to identify and eliminate redundancies, duplications, and any unnecessary steps. This effort aims to free up time and reduce the overall workload for our members, allowing them to focus more effectively on direct student instruction and needs.

Frequently Asked Questions (FAQ's)

WHO IS ON THE <u>NEW</u> TALB BARGAINING TEAM?

Mike Day - Lead Negotiator, Madison E.S. (Special Education Rep.)

Renee Brown, CAMS H.S. (TALB E-Board Liaison)

Rosa Palacios, Henry E.S. (Elementary Rep.)

Glenda Culbertson - Hoover M.S. & Tincher K-8 (Teacher/Librarian Rep.)

Terence Booth - Millikan H.S. (Counselor Rep.)

Amelia Johnson - Jefferson M.S. (Middle School Rep.)

Christine Godfrey - Cabrillo H.S. (High School Rep.)

Sandra Bobadilla - McKinley CDC (CDC Rep.)

Sandra Conrad - Barton E.S. (Head Start Rep.)

Christine Gibson - Franklin M.S. (Nurse Rep.)

Alex Gonzalez - Avalon K-12 & Hamilton M.S. (Psychologist Rep.)

Barbara Cunningham - Millikan H.S. (Speech Language Pathologist Rep.)

WHAT WILL HAPPEN IF THE TALB MEMBERSHIP REJECTS THE TENTATIVE AGREEMENT?

If the Tentative Agreement is rejected, its terms will not take effect. It is highly likely that either the Association or the District could declare an impasse. An impasse would initiate the following formal process:

- 1. Mediation: A state mediator would be assigned to work with both parties to facilitate a possible resolution.
- 2. Fact-Finding: If mediation fails, a fact-finding hearing would be scheduled. The fact-finder does not implement an agreement but instead makes formal recommendations.

This entire process is lengthy and could potentially take six months or longer to complete with no guarantee of any better outcomes.

WILL THERE BE ANY RAISES IN THE FUTURE?

Regarding the question about potential future salary increases, we project several Cost of Living Adjustments (COLA) over the next few years. These projections are tentative and could change depending on overall economic performance:

- 2025-2026: 2.30% - 2026-2027: 3.02% - 2027-2028: 3.42% - 2028-2029: 3.31%

It is critical to remember that in order for the District to fully capture these projected COLA funds, we must significantly improve our current attendance and find strategies to stabilize enrollment. Currently, our attendance rate is at 91.5%, which translates to tens of millions of dollars in lost revenue that could otherwise be allocated to salaries and operational needs.

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: VOTING YES

THE TALB EXECUTIVE BOARD RECOMMENDS:

Calendar for Ratification

General Membership Meeting to discuss the Tentative Agreement - Question & Answer with your bargaining team, at Browning H.S. on December 16, from 5:00-6:00 p.m.

Voting on the Tentative Agreement begins Wednesday, December 17, 2025 @ 6:00 a.m. through December 19, 2025 @ 4:30 p.m.

Voting results will be sent via the E-Update by 6:00 p.m. on Friday, December 19, 2025.

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

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

This is a member only vote.

MEMORANDUM OF UNDERSTANDING -CDC/HS BETWEEN LONG BEACH UNIFIED SCHOOL DISTRICT (LBUSD) AND TEACHERS ASSOCIATION OF LONG BEACH (TALB)

CDC - Coordinating Teacher (CT) & Head Start - Head Teacher Advisory Committee

November 20, 2025

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 work collaboratively to revisit the roles and responsibilities for the Coordinating Teacher in CDC and the Head Teacher in Head Start.

- 1. The District and representatives of TALB shall meet no later than January 14, 2026 to form a joint advisory committee to meet and discuss the current duties of the Coordinating Teacher and the Head Teacher. The committee will meet up to four times prior to June 30, 2027. All recommendations will be submitted for consideration to the respective collective bargaining teams for negotiating.
- 2. The District and representatives of TALB shall meet to determine the feasibility and funding availability to restructure Salary Schedule F2 and F3 for Child Development Center Coordinating Teacher and Head Start Additional Amount Schedule H for the Head Start Head Teacher.
- 3. District representatives and representatives of TALB will identify up to five (5) members from Child Development Centers and Head Start which will represent the parties' affected.

This MOU shall expire on June 30, 2027.

Director of Employee Relations and Ethics

Signatures:	
For TALB:	
Michael Day	Date
TALB – Lead Negotiator	
Gerry Morrison	Date
TALB – President	
For the District:	
De Melle	12/8/25
Steven Rockenbach	Date

MEMORANDUM OF UNDERSTANDING – K-12 & CDC/HS BETWEEN LONG BEACH UNIFIED SCHOOL DISTRICT (LBUSD) AND TEACHERS ASSOCIATION OF LONG BEACH (TALB)

December 11, 2025

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 in an effort to address specific concerns, shared by the parties, related to health benefits, the increasing health benefit cost, and the health benefit plans going over the District Annual Maximum (DAM).

- 1. **Purpose:** The purpose of this MOU is for the District and the Association to collaboratively address the long-term costs of healthcare while ensuring that employees continue to receive affordable and competitive health benefits.
- 2. **Background:** Since the inception of the Health Benefits Committee in 2012, Health Benefits have stayed below the District Annual Maximum (DAM). For the 2027-28 fiscal year the AETNA HMO and the AETNA POS are projected to go over the (DAM), triggering a monthly premium copay for those who are utilizing the AETNA HMO or POS Medical Plans.
- 3. To be fiduciary and verify that the health benefits plan is best situated to provide health care and cost effectiveness, TALB and the District agree to select a neutral consultant to provide training and support to the District's Health Benefit Committee with future strategic planning.
- 4. Prior to March 31, 2026, the District shall hire a mutually agreed upon neutral consultant. The consultant's duties shall include:
 - a. Training the District's Health Benefits Committee and stakeholders.
 - b. Assisting the District's Health Benefits Committee in determining a strategic healthcare plan.
 - c. Assisting the District's Health Benefits Committee in developing recommendations for cost saving measures to present to represented employees approval. Every effort will be made to have these recommendations ready by October 31, 2026.

Note: The definition of stakeholders in Section 4a shall include:

- 1. All members of the Health Benefits Committee.
- 2. Members of the bargaining team of each exclusive representative as selected by the exclusive representative.
- 3. Each exclusive representative's president or their designee.
- 5. This MOU shall only be effective if the requirements outlined in Section 4 comply with applicable law/regulations and LBUSD Board Policy.

This MOU shall expire on June 30, 2027.	
Signatures:	
For TALB:	
Michael Day TALB – Lead Negotiator	Date
Gerry Morrison TALB – President	Date
For the District:	
Steven Rockenbach Director of Employee Relations and Ethics	 Date

6. After the completion of the health benefits training outlined in Section 4, either party may request a bargaining session to address health benefits.