

**Los Angeles County Office of Education
Business Advisory Services**

**PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
in accordance with AB 1200 (Chapter 1213/Statutes 1991), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5**

Name of School District: Long Beach Unified School District
 Name of Bargaining Unit: Teachers Association of Long Beach and CDC/Head Start
 Certificated, Classified, Other: Certificated

The proposed agreement covers the period beginning: July 1, 2023 and ending: June 30, 2024
 (date) (date)

The Governing Board will act upon this agreement on: March 20, 2024
 (date)

Note: This form, along with a copy of the proposed agreement, must be submitted to the County Office at least ten (10) working days prior to the date the Governing Board will take action.

A. Proposed Change in Compensation

Bargaining Unit Compensation All Funds - Combined		Fiscal Impact of Proposed Agreement (Complete Years 2 and 3 for multiyear and overlapping agreements only)			
		Annual Cost Prior to Proposed Settlement	Year 1 Increase/(Decrease) 2023-24	Year 2 Increase/(Decrease) 2024-25	Year 3 Increase/(Decrease) 2025-26
1.	Salary Schedule Including Step and Column	\$ 418,906,600	\$ 16,756,262		
			4.00%	0.00%	0.00%
2.	Other Compensation Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.		\$ 16,756,262		
	Description of Other Compensation		23-24 4% off sched. based on 23-24 salaries		
3.	Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 95,217,700	\$ 7,617,415		
			8.00%	0.00%	0.00%
4.	Health/Welfare Plans	\$ 94,090,920			
			0.00%	0.00%	0.00%
5.	Total Bargaining Unit Compensation Add Items 1 through 4 to equal 5	\$ 608,215,220	\$ 41,129,939	\$ -	\$ -
			6.76%	0.00%	0.00%
6.	Total Number of Bargaining Unit Employees (Use FTEs if appropriate)	3,927.00			
7.	Total Compensation <u>Average</u> Cost per Bargaining Unit Employee	\$ 154,880	\$ 10,474	\$ -	\$ -
			6.76%	0.00%	0.00%

Long Beach Unified School District
Teachers Association of Long Beach and CDC/Head Start

8. What was the negotiated percentage change? For example, if the change in "Year 1" was for less than a full year, what is the annualized percentage of that change for "Year 1"?

4% Salary increase retroactive to July 1, 2023. 4% of annual salary (2023-24), one time off schedule payment.

9. Were any additional steps, columns, or ranges added to the salary schedules? (If yes, please explain.)

The District is adding two additional tiers to Schedule W for department heads serving more than 69 Sections and for pathway lead teachers dependent on number of students in pathways.

10. Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)

11. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes No

If yes, please describe the cap amount.

The cap is based upon the 2013 PPO rates at each tier with a 3.5% annual escalator starting in 2014.

B. Proposed negotiated changes in noncompensation items (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

See Attached

C. What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement? Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

None

Long Beach Unified School District
Teachers Association of Long Beach and CDC/Head Start

D. What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?

None

E. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

None

F. Source of Funding for Proposed Agreement:

1. Current Year

Funding will come from ongoing resources, including LCFF resources and categorical funds.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years?

Funding will come from ongoing resources, including LCFF resources and categorical funds.

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

Long Beach Unified School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**Unrestricted General Fund**

Bargaining Unit: Teachers Association of Long Beach and CDC/Head Start

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 2nd Interim)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
LCFF Revenue 8010-8099	\$ 861,730,535		\$ -	\$ 861,730,535
Federal Revenue 8100-8299	\$ -		\$ -	\$ -
Other State Revenue 8300-8599	\$ 18,575,590		\$ -	\$ 18,575,590
Other Local Revenue 8600-8799	\$ 20,661,789		\$ -	\$ 20,661,789
TOTAL REVENUES	\$ 900,967,914		\$ -	\$ 900,967,914
EXPENDITURES				
Certificated Salaries 1000-1999	\$ 344,423,884	\$ 11,524,256		\$ 355,948,140
Classified Salaries 2000-2999	\$ 98,694,441			\$ 98,694,441
Employee Benefits 3000-3999	\$ 205,736,576	\$ 2,619,468		\$ 208,356,044
Books and Supplies 4000-4999	\$ 15,796,599		\$ -	\$ 15,796,599
Services and Other Operating Expenditures 5000-5999	\$ 67,461,336		\$ -	\$ 67,461,336
Capital Outlay 6000-6999	\$ 5,643,322		\$ -	\$ 5,643,322
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ 150,000		\$ -	\$ 150,000
Transfers of Indirect Costs 7300-7399	\$ (17,221,575)		\$ -	\$ (17,221,575)
TOTAL EXPENDITURES	\$ 720,684,583	\$ 14,143,724	\$ -	\$ 734,828,307
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979		\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ 8,300,000	\$ -	\$ -	\$ 8,300,000
Contributions 8980-8999	\$ (145,579,446)	\$ (3,423,192)	\$ -	\$ (149,002,638)
OPERATING SURPLUS (DEFICIT)*	\$ 26,403,885	\$ (17,566,916)	\$ -	\$ 8,836,969
BEGINNING FUND BALANCE				
9791	\$ 409,549,712			\$ 409,549,712
Audit Adjustments/Other Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ 435,953,597	\$ (17,566,916)	\$ -	\$ 418,386,681
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable 9711-9719	\$ 2,742,050	\$ -	\$ -	\$ 2,742,050
Restricted 9740				
Committed 9750-9760	\$ 335,000,000	\$ -	\$ -	\$ 335,000,000
Assigned 9780		\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ 26,140,062	\$ 807,602	\$ -	\$ 26,947,664
Unassigned/Unappropriated Amount 9790	\$ 72,071,485	\$ (18,374,518)	\$ -	\$ 53,696,967

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Long Beach Unified School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Restricted General Fund

Bargaining Unit: Teachers Association of Long Beach and CDC/Head Start

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board-Approved Budget Before Settlement (As of 2nd Interim)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
LCFF Revenue 8010-8099	\$ -		\$ -	\$ -
Federal Revenue 8100-8299	\$ 205,893,706		\$ -	\$ 205,893,706
Other State Revenue 8300-8599	\$ 186,715,017		\$ -	\$ 186,715,017
Other Local Revenue 8600-8799	\$ 18,101,237		\$ -	\$ 18,101,237
TOTAL REVENUES	\$ 410,709,960		\$ -	\$ 410,709,960
EXPENDITURES				
Certificated Salaries 1000-1999	\$ 160,684,897	\$ 21,377,308	\$ -	\$ 182,062,205
Classified Salaries 2000-2999	\$ 37,735,195	\$ -	\$ -	\$ 37,735,195
Employee Benefits 3000-3999	\$ 137,981,106	\$ 4,859,072	\$ -	\$ 142,840,178
Books and Supplies 4000-4999	\$ 80,377,928		\$ -	\$ 80,377,928
Services and Other Operating Expenditures 5000-5999	\$ 129,219,389		\$ -	\$ 129,219,389
Capital Outlay 6000-6999	\$ 15,687,550		\$ -	\$ 15,687,550
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ 1,111,599		\$ -	\$ 1,111,599
Transfers of Indirect Costs 7300-7399	\$ 15,220,857		\$ -	\$ 15,220,857
TOTAL EXPENDITURES	\$ 578,018,521	\$ 26,236,380	\$ -	\$ 604,254,901
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -	\$ -
Contributions 8980-8999	\$ 145,579,446	\$ 3,423,192	\$ -	\$ 149,002,638
OPERATING SURPLUS (DEFICIT)*	\$ (21,729,115)	\$ (22,813,188)	\$ -	\$ (44,542,303)
BEGINNING FUND BALANCE				
9791	\$ 196,241,523			\$ 196,241,523
Audit Adjustments/Other Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ 174,512,408	\$ (22,813,188)	\$ -	\$ 151,699,220
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted 9740	\$ 174,512,408	\$ (22,813,188)	\$ -	\$ 151,699,220
Committed 9750-9760				
Assigned Amounts 9780				
Reserve for Economic Uncertainties 9789		\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ -	\$ -	\$ -	\$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Long Beach Unified School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Combined General Fund

Bargaining Unit: Teachers Association of Long Beach and CDC/Head Start

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 2nd Interim)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
LCFF Revenue 8010-8099	\$ 861,730,535		\$ -	\$ 861,730,535
Federal Revenue 8100-8299	\$ 205,893,706		\$ -	\$ 205,893,706
Other State Revenue 8300-8599	\$ 205,290,607		\$ -	\$ 205,290,607
Other Local Revenue 8600-8799	\$ 38,763,026		\$ -	\$ 38,763,026
TOTAL REVENUES	\$ 1,311,677,874		\$ -	\$ 1,311,677,874
EXPENDITURES				
Certificated Salaries 1000-1999	\$ 505,108,781	\$ 32,901,564	\$ -	\$ 538,010,345
Classified Salaries 2000-2999	\$ 136,429,636	\$ -	\$ -	\$ 136,429,636
Employee Benefits 3000-3999	\$ 343,717,682	\$ 7,478,540	\$ -	\$ 351,196,222
Books and Supplies 4000-4999	\$ 96,174,527		\$ -	\$ 96,174,527
Services and Other Operating Expenditures 5000-5999	\$ 196,680,725		\$ -	\$ 196,680,725
Capital Outlay 6000-6999	\$ 21,330,872		\$ -	\$ 21,330,872
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ 1,261,599		\$ -	\$ 1,261,599
Transfers of Indirect Costs 7300-7399	\$ (2,000,718)		\$ -	\$ (2,000,718)
TOTAL EXPENDITURES	\$ 1,298,703,104	\$ 40,380,104	\$ -	\$ 1,339,083,208
OTHER FINANCING SOURCES/USES				
Transfer In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ 8,300,000	\$ -	\$ -	\$ 8,300,000
Contributions 8980-8999	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ 4,674,770	\$ (40,380,104)	\$ -	\$ (35,705,334)
BEGINNING FUND BALANCE				
9791	\$ 605,791,235			\$ 605,791,235
Audit Adjustments/Other Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ 610,466,005	\$ (40,380,104)	\$ -	\$ 570,085,901
COMPONENTS OF ENDING FUND				
Nonspendable 9711-9719	\$ 2,742,050	\$ -	\$ -	\$ 2,742,050
Restricted 9740	\$ 174,512,408	\$ (22,813,188)	\$ -	\$ 151,699,220
Committed 9750-9760	\$ 335,000,000	\$ -	\$ -	\$ 335,000,000
Assigned 9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ 26,140,062	\$ 807,602	\$ -	\$ 26,947,664
Unassigned/Unappropriated Amount 9790	\$ 72,071,485	\$ (18,374,518)	\$ -	\$ 53,696,967

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Long Beach Unified School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**Fund 11 - Adult Education Fund**

Bargaining Unit:

Teachers Association of Long Beach and CDC/Head Start

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 2nd Interim)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
Federal Revenue 8100-8299	\$ 443,832		\$ -	\$ 443,832
Other State Revenue 8300-8599	\$ 1,594,287		\$ -	\$ 1,594,287
Other Local Revenue 8600-8799	\$ 138,000		\$ -	\$ 138,000
TOTAL REVENUES	\$ 2,176,119		\$ -	\$ 2,176,119
EXPENDITURES				
Certificated Salaries 1000-1999	\$ 1,056,499	\$ 25,782	\$ -	\$ 1,082,281
Classified Salaries 2000-2999	\$ 166,897	\$ -	\$ -	\$ 166,897
Employee Benefits 3000-3999	\$ 704,424	\$ 5,861	\$ -	\$ 710,285
Books and Supplies 4000-4999	\$ 92,148		\$ -	\$ 92,148
Services and Other Operating Expenditures 5000-5999	\$ 101,471		\$ -	\$ 101,471
Capital Outlay 6000-6999	\$ -		\$ -	\$ -
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ -		\$ -	\$ -
Transfers of Indirect Costs 7300-7399	\$ 55,075		\$ -	\$ 55,075
TOTAL EXPENDITURES	\$ 2,176,514	\$ 31,643	\$ -	\$ 2,208,157
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ (395)	\$ (31,643)	\$ -	\$ (32,038)
BEGINNING FUND BALANCE 9791	\$ 558,278			\$ 558,278
Audit Adjustments/Other Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ 557,883	\$ (31,643)	\$ -	\$ 526,240
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted 9740	\$ 557,883	\$ (31,643)	\$ -	\$ 526,240
Committed 9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned 9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ -	\$ -	\$ -	\$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Long Beach Unified School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**Fund 12 - Child Development Fund**

Bargaining Unit:

Teachers Association of Long Beach and CDC/Head Start

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 2nd Interim)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
Federal Revenue 8100-8299	\$ 45,567,080		\$ -	\$ 45,567,080
Other State Revenue 8300-8599	\$ 17,154,922		\$ -	\$ 17,154,922
Other Local Revenue 8600-8799	\$ 1,765,084		\$ -	\$ 1,765,084
TOTAL REVENUES	\$ 64,487,086		\$ -	\$ 64,487,086
EXPENDITURES				
Certificated Salaries 1000-1999	\$ 21,619,265	\$ 585,181	\$ -	\$ 22,204,446
Classified Salaries 2000-2999	\$ 7,840,433	\$ -	\$ -	\$ 7,840,433
Employee Benefits 3000-3999	\$ 18,695,691	\$ 133,011	\$ -	\$ 18,828,702
Books and Supplies 4000-4999	\$ 7,348,817		\$ -	\$ 7,348,817
Services and Other Operating Expenditures 5000-5999	\$ 4,824,725		\$ -	\$ 4,824,725
Capital Outlay 6000-6999	\$ 1,067,854		\$ -	\$ 1,067,854
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ -		\$ -	\$ -
Transfers of Indirect Costs 7300-7399	\$ 1,937,708		\$ -	\$ 1,937,708
TOTAL EXPENDITURES	\$ 63,334,493	\$ 718,192	\$ -	\$ 64,052,685
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ 1,152,593	\$ (718,192)	\$ -	\$ 434,401
BEGINNING FUND BALANCE 9791	\$ 5,013,639			\$ 5,013,639
Audit Adjustments/Other Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ 6,166,232	\$ (718,192)	\$ -	\$ 5,448,040
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted 9740	\$ 6,166,232	\$ (718,192)	\$ -	\$ 5,448,040
Committed 9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned 9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ -	\$ -	\$ -	\$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Los Angeles County Office of Education

Business Advisory Services

Revised 06/11/2021

Long Beach Unified School District
 Teachers Association of Long Beach and CDC/Head Start

Explanations for Column 3 "Other Revisions" entered on Pages 4a through 4h:

Page 4a: Unrestricted General Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4b: Restricted General Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4d: Fund 11 - Adult Education Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4e: Fund 12 - Child Development Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4f: Fund 13/61 - Cafeteria Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4g: Other	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4h: Other	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Additional Comments:

Long Beach Unified School District

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Unrestricted General Fund MYP

Bargaining Unit: Teachers Association of Long Beach and CDC/Head Start

Object Code	2023-24	2024-25	2025-26
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue 8010-8099	\$ 861,730,535	\$ 830,324,174	\$ 824,030,612
Federal Revenue 8100-8299	\$ -	\$ -	\$ -
Other State Revenue 8300-8599	\$ 18,575,590	\$ 18,659,299	\$ 18,770,570
Other Local Revenue 8600-8799	\$ 20,661,789	\$ 20,433,676	\$ 20,446,241
TOTAL REVENUES	\$ 900,967,914	\$ 869,417,149	\$ 863,247,423
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 355,948,140	\$ 357,078,250	\$ 356,976,350
Classified Salaries 2000-2999	\$ 98,694,441	\$ 100,537,913	\$ 101,040,603
Employee Benefits 3000-3999	\$ 208,356,044	\$ 211,413,497	\$ 214,545,517
Books and Supplies 4000-4999	\$ 15,796,599	\$ 14,711,704	\$ 14,711,704
Services and Other Operating Expenditures 5000-5999	\$ 67,461,336	\$ 70,169,198	\$ 70,382,796
Capital Outlay 6000-6999	\$ 5,643,322	\$ 883,322	\$ 883,322
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ 150,000	\$ 150,000	\$ 150,000
Transfers of Indirect Costs 7300-7399	\$ (17,221,575)	\$ (14,738,746)	\$ (14,350,027)
Other Adjustments			\$ -
TOTAL EXPENDITURES	\$ 734,828,307	\$ 740,205,138	\$ 744,340,265
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ 8,300,000	\$ 7,500,000	\$ 7,500,000
Contributions 8980-8999	\$ (149,002,638)	\$ (154,042,601)	\$ (160,204,254)
OPERATING SURPLUS (DEFICIT)*	\$ 8,836,969	\$ (32,330,590)	\$ (48,797,096)
BEGINNING FUND BALANCE			
9791	\$ 409,549,712	\$ 418,386,681	\$ 386,056,091
Audit Adjustments/Other Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 418,386,681	\$ 386,056,091	\$ 337,258,995
COMPONENTS OF ENDING FUND BALANCE:			
Nonspendable 9711-9719	\$ 2,742,050	\$ 2,742,050	\$ 2,742,050
Restricted 9740			
Committed 9750-9760	\$ 335,000,000	\$ 335,000,000	\$ 300,000,000
Assigned 9780	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ 26,947,664	\$ 24,492,097	\$ 23,926,926
Unassigned/Unappropriated Amount 9790	\$ 53,696,967	\$ 23,821,944	\$ 10,590,019

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

Long Beach Unified School District

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Restricted General Fund MYP

Bargaining Unit: Teachers Association of Long Beach and CDC/Head Start

Object Code	2023-24	2024-25	2025-26
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue 8010-8099	\$ -	\$ -	\$ -
Federal Revenue 8100-8299	\$ 205,893,706	\$ 84,972,355	\$ 54,436,256
Other State Revenue 8300-8599	\$ 186,715,017	\$ 189,400,381	\$ 188,570,633
Other Local Revenue 8600-8799	\$ 18,101,237	\$ 7,538,949	\$ 5,017,644
TOTAL REVENUES	\$ 410,709,960	\$ 281,911,685	\$ 248,024,533
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 182,062,205	\$ 129,073,637	\$ 127,879,781
Classified Salaries 2000-2999	\$ 37,735,195	\$ 37,001,056	\$ 37,043,059
Employee Benefits 3000-3999	\$ 142,840,178	\$ 128,753,417	\$ 129,556,666
Books and Supplies 4000-4999	\$ 80,377,928	\$ 46,063,075	\$ 38,669,639
Services and Other Operating Expenditures 5000-5999	\$ 129,219,389	\$ 102,154,029	\$ 95,485,112
Capital Outlay 6000-6999	\$ 15,687,550	\$ 19,697,663	\$ 2,087,550
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ 1,111,599	\$ 1,111,599	\$ 1,111,599
Transfers of Indirect Costs 7300-7399	\$ 15,220,857	\$ 13,045,219	\$ 12,672,643
Other Adjustments		\$ -	\$ -
TOTAL EXPENDITURES	\$ 604,254,901	\$ 476,899,695	\$ 444,506,049
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -
Contributions 8980-8999	\$ 149,002,638	\$ 154,042,601	\$ 160,204,254
OPERATING SURPLUS (DEFICIT)*	\$ (44,542,303)	\$ (40,945,409)	\$ (36,277,262)
BEGINNING FUND BALANCE			
9791	\$ 196,241,523	\$ 151,699,220	\$ 110,753,811
Audit Adjustments/Other Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 151,699,220	\$ 110,753,811	\$ 74,476,549
COMPONENTS OF ENDING FUND BALANCE:			
Nonspendable 9711-9719	\$ -	\$ -	\$ -
Restricted 9740	\$ 151,699,220	\$ 110,753,811	\$ 74,476,549
Committed 9750-9760			
Assigned 9780			
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ -	\$ -	\$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

Long Beach Unified School District

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund MYP

Bargaining Unit: Teachers Association of Long Beach and CDC/Head Start

Object Code	2023-24	2024-25	2025-26
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue 8010-8099	\$ 861,730,535	\$ 830,324,174	\$ 824,030,612
Federal Revenue 8100-8299	\$ 205,893,706	\$ 84,972,355	\$ 54,436,256
Other State Revenue 8300-8599	\$ 205,290,607	\$ 208,059,680	\$ 207,341,203
Other Local Revenue 8600-8799	\$ 38,763,026	\$ 27,972,625	\$ 25,463,885
TOTAL REVENUES	\$ 1,311,677,874	\$ 1,151,328,834	\$ 1,111,271,956
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 538,010,345	\$ 486,151,887	\$ 484,856,131
Classified Salaries 2000-2999	\$ 136,429,636	\$ 137,538,969	\$ 138,083,662
Employee Benefits 3000-3999	\$ 351,196,222	\$ 340,166,914	\$ 344,102,183
Books and Supplies 4000-4999	\$ 96,174,527	\$ 60,774,779	\$ 53,381,343
Services and Other Operating Expenditures 5000-5999	\$ 196,680,725	\$ 172,323,227	\$ 165,867,908
Capital Outlay 6000-6999	\$ 21,330,872	\$ 20,580,985	\$ 2,970,872
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ 1,261,599	\$ 1,261,599	\$ 1,261,599
Transfers of Indirect Costs 7300-7399	\$ (2,000,718)	\$ (1,693,527)	\$ (1,677,384)
Other Adjustments		\$ -	\$ -
TOTAL EXPENDITURES	\$ 1,339,083,208	\$ 1,217,104,833	\$ 1,188,846,314
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ 8,300,000	\$ 7,500,000	\$ 7,500,000
Contributions 8980-8999	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ (35,705,334)	\$ (73,275,999)	\$ (85,074,358)
BEGINNING FUND BALANCE			
9791	\$ 605,791,235	\$ 570,085,901	\$ 496,809,902
Audit Adjustments/Other Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 570,085,901	\$ 496,809,902	\$ 411,735,544
COMPONENTS OF ENDING FUND BALANCE:			
Nonspendable 9711-9719	\$ 2,742,050	\$ 2,742,050	\$ 2,742,050
Restricted 9740	\$ 151,699,220	\$ 110,753,811	\$ 74,476,549
Committed 9750-9760	\$ 335,000,000	\$ 335,000,000	\$ 300,000,000
Assigned 9780	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ 26,947,664	\$ 24,492,097	\$ 23,926,926
Unassigned/Unappropriated Amount 9790	\$ 53,696,967	\$ 23,821,944	\$ 10,590,019

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

Long Beach Unified School District
 Teachers Association of Long Beach and CDC/Head Start

I. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

		2023-24	2024-25	2025-26
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 1,347,383,208	\$ 1,224,604,833	\$ 1,196,346,314
b.	Less: Special Education Pass-Through Funds	\$ -	\$ -	\$ -
c.	Net Expenditures, Transfers Out, and Uses	\$ 1,347,383,208	\$ 1,224,604,833	\$ 1,196,346,314
d.	State Standard Minimum Reserve Percentage for this District Enter percentage →	2.00%	2.00%	2.00%
e.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b, or \$50,000)	\$ 26,947,664	\$ 24,492,097	\$ 23,926,926

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9789)	\$ 26,947,664	\$ 24,492,097	\$ 23,926,926
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	\$ 53,696,967	\$ 23,821,944	\$ 10,590,019
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9789)			
d.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	\$ 53,067,529	\$ 54,267,529	\$ 55,467,529
e.	Total Available Reserves	\$ 133,712,160	\$ 102,581,570	\$ 89,984,474
f.	Reserve for Economic Uncertainties Percentage	9.92%	8.38%	7.52%

3. Do unrestricted reserves meet the state minimum reserve amount?

2023-24	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2024-25	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2025-26	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

4. If no, how do you plan to restore your reserves?

Long Beach Unified School District
 Teachers Association of Long Beach and CDC/Head Start

5. Does the Total Compensation Increase/(Decrease) on Page 1, Section A, #5 agree with the Total Increase/(Decrease) for all funds as a result of the settlement(s)? Please explain any variance.

Total Compensation Increase/(Decrease) on Page 1, Section A, #5	\$ 41,129,939
General Fund balance Increase/(Decrease), Page 4c, Column 2	\$ (40,380,104)
Adult Education Fund balance Increase/(Decrease), Page 4d, Column 2	\$ (31,643)
Child Development Fund balance Increase/(Decrease), Page 4e, Column 2	\$ (718,192)
Cafeteria Fund balance Increase/(Decrease), Page 4f, Column 2	\$ -
Other Fund balance Increase/(Decrease), Page 4g, Column 2	\$ -
Other Fund balance Increase/(Decrease), Page 4h, Column 2	\$ -
Total all fund balances Increase/(Decrease) as a result of the settlement(s)	\$ (41,129,939)

Variance \$ -

Variance Explanation:

6. Will this agreement create or increase deficit financing in the current or subsequent years?

"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If a deficit is shown below, provide an explanation and any deficit reduction plan, as necessary.

General Fund Combined	Surplus/ (Deficit)	(Deficit) %	Deficit primarily due to:
Current FY Surplus/(Deficit) before settlement(s)?	\$ 4,674,770	0.4%	
Current FY Surplus/(Deficit) after settlement(s)?	\$ (35,705,334)	(2.6%)	LCFF Rev. reduction, raise & one time fun
1st Subsequent FY Surplus/(Deficit) after settlement(s)?	\$ (73,275,999)	(6.0%)	LCFF Rev. reduction, raise & one time fun
2nd Subsequent FY Surplus/(Deficit) after settlement(s)?	\$ (85,074,358)	(7.1%)	LCFF Rev. reduction, raise & one time fun

Deficit Reduction Plan (as necessary):

7. Were "Other Adjustments" amount(s) entered in the multiyear projections (pages 5a and 5b) for 1st and 2nd Subsequent FY?

"Other Adjustments" could indicate that a budget reduction plan was/is being developed to address deficit spending, and to rebuild reserves. Any amount shown below must have an explanation. If additional space is needed, attach a separate sheet, or use page 8a.

MYP	Amount	"Other Adjustments" Explanation
1st Subsequent FY Unrestricted, Page 5a	\$ -	
1st Subsequent FY Restricted, Page 5b	\$ -	
2nd Subsequent FY Unrestricted, Page 5a	\$ -	
2nd Subsequent FY Restricted, Page 5b	\$ -	

J. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF THE COLLECTIVE BARGAINING AGREEMENT

This certification page must be signed by the district's Superintendent and Chief Business Official at the time of public disclosure and is intended to assist the district's Governing Board in determining whether the district can meet the costs incurred under the tentative Collective Bargaining Agreement in the current and subsequent years. The absence of a certification signature or if "I am unable to certify" is checked should serve as a "red flag" to the district's Governing Board.

In accordance with the requirements of Government Code Sections 3540.2 and 3547.5, the Superintendent and Chief Business Official of the Long Beach Unified School District, hereby certify that the District can meet the costs incurred under this Collective Bargaining Agreement during the term of the agreement from July 1, 2023 to June 30, 2024.

Board Actions

The board actions necessary to meet the cost of the agreement in each year of its term are as follows:

Current Year

Budget Adjustment Categories:

Revenues/Other Financing Sources
 Expenditures/Other Financing Uses
 Ending Balance(s) Increase/(Decrease)

	Budget Adjustment Increase/(Decrease)
\$	-
\$	41,129,939
\$	(41,129,939)

Subsequent Years

Budget Adjustment Categories:

Revenues/Other Financing Sources
 Expenditures/Other Financing Uses
 Ending Balance(s) Increase/(Decrease)

	Budget Adjustment Increase/(Decrease)
\$	-
\$	-
\$	-

Budget Revisions

If the district does not adopt and submit within 45 days all of the revisions to its budget needed in the current year to meet the costs of the agreement at the time of the approval of the proposed collective bargaining agreement, the county superintendent of schools is required to issue a qualified or negative certification for the district on its next interim report.

Assumptions

See attached page for a list of the assumptions upon which this certification is based.

Certifications

I hereby certify I am unable to certify



 District Superintendent
 (Signature)

3-6-24

 Date

I hereby certify I am unable to certify



 Chief Business Official
 (Signature)

3/5/24

 Date

Special Note: The Los Angeles County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.

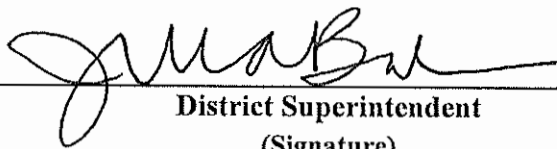
K. CERTIFICATION NO. 2

The disclosure document must be signed by the district Superintendent at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Sections 3540.2(a) and 3547.5.

Long Beach Unified School District

District Name



District Superintendent
(Signature)

3-20-24

Date

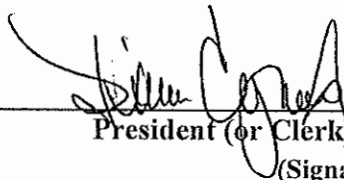
Renee Arkus, Executive Director of Fiscal Services

Contact Person

562-997-8126

Phone

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on March 20, 2024, took action to approve the proposed agreement with the Teachers Association of Long Beach K-12 and CDC/Head Start Bargaining Unit(s).



President (or Clerk), Governing Board
(Signature)

3/20/24

Date

Special Note: The Los Angeles County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.

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** ~~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.

.....

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. **T**

- 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.

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.

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 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 shall 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 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.**
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 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

