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

## PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT in accordance with AB 1200 (Chapter 1213/Statutes 1992), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5

Name of School District:		fied School Distric			
Name of Bargaining Unit:	Teachers Associa	ation of Long Bea	ch K-12	and CDC/Head	Start
Certificated, Classified, Other:	Certificated				
The proposed agreement covers the	e period beginning:	July 1, 201	б	and ending:	June 30, 2017
The Governing Board will act upor		(date) May 3, 201 (date)	7		(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			mpact of Proposed Ag d 3 for multiyear and overlag	
	All Funds - Combined	Annual Cost Prior to Proposed Settlement	Year 1 Increase/(Decrease) 2016-17	Year 2 Increase/(Decrease) 2017-18	Year 3 Increase/(Decrease) 2018-19
1.	Salary Schedule Including Step and Column	\$ 321,112,973	\$ 6,422,260 2.00%	0.00%	0.00%
2.	Other Compensation Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.		\$ 3,211,130		
	Description of Other Compensation		1% off schedule payment based on 2016-17 salaries		
3.	Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 51,346,004	\$ 1,540,380	0.00%	0.00%
4.	Health/Welfare Plans	\$ 70,379,694	0.00%	\$ (1,194,707) -1.70%	-1.73%
5.	<b>Total Bargaining Unit Compensation</b> Add Items 1 through 4 to equal 5	\$ 442,838,671	\$ 11,173,770 2.52%	\$ (1,194,707) -0.26%	
6.	Total Number of Bargaining Unit Employees (Use FTEs if appropriate)	3,654.00			
7.	Total Compensation <u>Average</u> Cost per Bargaining Unit Employee	\$ 121,193			
		的是是自己的问题。	2.52%	-0.26%	-0.26%

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Long Beach Unified School District Teachers Association of Long Beach K-12 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"?

2% Salary increase, retroactive to July 1, 2016. 1% of annual salary (2016-2017), one time off schedule payment

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

- 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 X No

If yes, please describe the cap amount.

The cap is based on 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.)

Special Education special day class class annual cumulative average will be a maximum of 14. Reestablished and revised Peer Assistance Program.

No

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 K-12 and CDC/Head Start

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



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



- 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.)

This is a single year agreement

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

#### PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT in accordance with AB 1200 (Chapter 1213/Statutes 1992), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5

Name of School District:	Long Beach Unifi		t		
Name of Bargaining Unit:	CSEA Unit A and	Unit B			
Certificated, Classified, Other:	Classified				
The proposed agreement covers the	e period beginning:	July 1, 201	6	and ending:	June 30, 2017
The Governing Board will act upor	n this agreement on:	(date) May 3, 201 (date)	7		(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			mpact of Proposed Ag d 3 for multiyear and overlag	
	All Funds - Combined	Annual Cost Prior to Proposed Settlement	Year 1 Increase/(Decrease)	Year 2 Increase/(Decrease)	Year 3 Increase/(Decrease)
			2016-17	2017-18	2018-19
	Salary Schedule Including Step and Column	\$ 87,185,651	\$ 1,743,712		
			2.00%	0.00%	0.00%
2.	Other Compensation		\$ 871,856		
	Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.				
		Carl Carl Carl and State			
	Description of Other Compensation		1% off schedule payment based on 2016-17 salaries		
	Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 19,755,169	\$ 592,655		
			3.00%	0.00%	0.00%
4.	Health/Welfare Plans	\$ 39,003,525		\$ (371,757)	\$ (371,757)
		Market State Section	0.00%	-0.95%	-0.96%
	<b>Total Bargaining Unit Compensation</b> Add Items 1 through 4 to equal 5	\$ 145,944,345	\$ 3,208,223	\$ (371,757)	
	Aug nonis i unough + to equal o		2.20%	-0.25%	-0.25%
	Total Number of Bargaining Unit Employees (Use FTEs if appropriate)	2,025.00			
	Total Compensation <u>Average</u> Cost per Bargaining Unit Employee	\$ 72,071	\$ 1,584	\$ (184)	\$ (184)
			2.20%	-0.25%	-0.25%

Referenced In: Informational Bulletin No. 4385 July 12, 2016 Los Angeles County Office of Education Business Advisory Services Revised 11/22/16

Long Beach Unified School District CSEA Unit A and Unit B

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"?

2% Salary increase, retroactive to July 1, 2016. 1% of annual salary (2016-2017), one time off schedule payment

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

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?

If yes, please describe the cap amount.

No

The cap is based on 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.)

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.)

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Yes X

No

None

Long Beach Unified School District CSEA Unit A and Unit B

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



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



- 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.)

This is a single year agreement

Los Angeles County Office of Education Business Advisory Services Revised 11/22/16 Long Beach Unified School District

# G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

3 - 21 - 2	aining Unit:	TALB K- Column 1	Column 2	Column 3	Column 4
	Object Code	Latest Board- Approved Budget Before Settlement (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					he de la company
LCFF Revenue	8010-8099	\$ 692,730,539		<b>S</b>	\$ 692,730,539
Federal Revenue	8100-8299	\$ 335,000		\$	\$ 335,000
Other State Revenue	8300-8599	\$ 30,747,177		\$	\$ 30,747,177
Other Local Revenue	8600-8799	\$ 9,622,243		\$	\$ 9,622,243
TOTAL REVENUES		\$ 733,434,959		\$ -	\$ 733,434,959
EXPENDITURES		National Articles	and the second state of the		A 104 850 020
Certificated Salaries	1000-1999	\$ 297,389,819	\$ 7,460,211		\$ 304,850,030
Classified Salaries	2000-2999	\$ 85,821,791	\$ 1,195,600		\$ 87,017,391
Employee Benefits	3000-3999	\$ 146,221,789	\$ 1,463,805		\$ 147,685,594
Books and Supplies	4000-4999	\$. 30,825,881		\$	\$ 30,825,881
Services and Other Operating Expenditures	5000-5999	\$ 55,773,322		\$	\$ 55,773,322
Capital Outlay	6000-6999	\$ 1,135,069		\$	\$ 1,135,069
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$		\$	\$ -
Transfers of Indirect Costs	7300-7399	\$ (7,869,212)		\$	\$ (7,869,212
FOTAL EXPENDITURES		\$ 609,298,459	\$ 10,119,616	\$ -	\$ 619,418,075
OTHER FINANCING SOURCES/USES			1992 (1724) (1994)		
Transfers In and Other Sources	8900-8979	\$ 500,000	\$	\$	\$ 500,000
Transfers Out and Other Uses	7600-7699	\$ 4,000,000	<b>S</b>	\$	\$ 4,000,000
Contributions	8980-8999	\$ (103,554,532)	1.1	and the second	\$ (106,454,893
OPERATING SURPLUS (DEFICIT)*		\$ 17,081,968	\$ (13,019,977)	\$ -	\$ 4,061,99
BEGINNING FUND BALANCE	9791	\$ 149,597,429			\$ 149,597,429
Audit Adjustments/Other Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ 166,679,397	\$ (13,019,977)	\$ -	\$ 153,659,420
COMPONENTS OF ENDING FUND BALAN	ICE:			Contract Market Mark	
Nonspendable	9711-9719	\$ 1,901,900	\$	<b>S</b>	\$ 1,901,90
Restricted	9740				\$ 66,400,00
Committed	9750-9760	\$ 66,400,000	\$	\$	
Assigned	9780		\$	\$	\$ - \$ 17,793,19
Reserve for Economic Uncertainties	9789	\$ 17,521,757	\$ 271,434	\$	
Unassigned/Unappropriated Amount	9790	\$ 80,855,740	\$ (13,291,411)	\$ ~	\$ 67,564,32

\*Net Increase (Decrease) in Fund Balance

Long Beach Unified School District

**Restricted General Fund** 

#### G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

-		/TT & T TT TT		seneral Fund	14405
Ba	argaining Unit		C-12 & CDC/Hea		
		Column 1 Latest Board-	Column 2 Adjustments as a	Column 3 Other Revisions	Column 4 Total Revised
		Approved Budget	Result of Settlement		Budget
		Before Settlement	(compensation)	and/or other unit	(Columns 1+2+3)
		(2nd Interim)		agreement)	(
	Object Code			Explain on Page 4i	
REVENUES		11.11.11.11.11.11.11.11.11.11.11.11.11.	Providence and a		
LCFF Revenue	8010-8099	\$ -		\$	\$ -
Federal Revenue	8100-8299	\$ 54,927,819		\$	\$ 54,927,819
Other State Revenue	8300-8599	\$ 91,307,811		\$	\$ 91,307,811
Other Local Revenue	8600-8799	\$ 8,199,470		<b>\$</b>	\$ 8,199,470
TOTAL REVENUES		\$ 154,435,100		\$ -	\$ 154,435,100
EXPENDITURES		No Section of the			
Certificated Salaries	1000-1999	\$ 86,940,814	\$ 1,886,811	\$	\$ 88,827,625
Classified Salaries	2000-2999	\$ 30,293,226	\$ 1,030,171	\$	\$ 31,323,397
Employee Benefits	3000-3999	\$ 70,644,687	\$ 535,113	<b>\$</b>	\$ 71,179,800
Books and Supplies	4000-4999	\$ 16,108,301		\$	\$ 16,108,301
Services and Other Operating Expenditures	5000-5999	\$ 49,678,855	Anna ann an Airean	\$	\$ 49,678,855
Capital Outlay	6000-6999	\$ 1,794,409		\$	\$ 1,794,409
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ 500,000		\$	\$ 500,000
Transfers of Indirect Costs	7300-7399	\$ 6,829,109		\$ -	\$ 6,829,109
TOTAL EXPENDITURES		\$ 262,789,401	\$ 3,452,095	\$ -	\$ 266,241,496
OTHER FINANCING SOURCES/USES				0	
Transfers In and Other Sources	8900-8979	\$	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$	\$ -	\$	\$-
Contributions	8980-8999	\$ 103,554,532	\$ 2,900,360	\$	\$ 106,454,892
OPERATING SURPLUS (DEFICIT)*		\$ (4,799,769)	\$ (551,735)	\$ -	\$ (5,351,504)
and the state of the					
BEGINNING FUND BALANCE	9791	\$ 29,450,622		Contraction of the	\$ 29,450,622
Audit Adjustments/Other Restatements	9793/9795	\$-			\$-
ENDING FUND BALANCE		\$ 24,650,853	\$ (551,735)	\$ -	\$ 24,099,118
COMPONENTS OF ENDING FUND BALAN	ICE:	CAR PROPERTY		44 44 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
Nonspendable	9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted	9740	\$ 24,650,853	\$ (551,735)	\$ -	\$ 24,099,118
Committed	9750-9760				- Break and the
Assigned Amounts	9780				
Reserve for Economic Uncertainties	9789		\$ -	\$	\$ -
Unassigned/Unappropriated Amount	9790	\$ -	\$ -	\$ - :	\$-

\*Net Increase (Decrease) in Fund Balance

Long Beach Unified School District

# G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Ba	rgaining Unit:		B 17		Start & CSEA U		Column 4
		Column 1 Latest Board-		Column 2 Adjustments as a	Column 3 Other Revisions	г Г	Cotal Revised
		Approved Budge Before Settlemen (2nd Interim)		Result of Settlement (compensation)	(agreement support and/or other unit agreement)	(Co	Budget olumns 1+2+3)
	Object Code	The second states of the second states and the	18025 975		Explain on Page 4i	841837	
REVENUES	0010 0000	φ (02.720.52		Contraction of the	\$ -	\$	692,730,539
LCFF Revenue	8010-8099	\$ 692,730,53	54	and the second second		\$	55,262,819
Federal Revenue	8100-8299	\$ 55,262,81	<u>iii</u>		\$ -		
Other State Revenue	8300-8599	\$ 122,054,98	8		\$ -	\$	122,054,988
Other Local Revenue	8600-8799	\$ 17,821,71	3		\$	\$	17,821,713
TOTAL REVENUES		\$ 887,870,05	9		\$ -	\$	887,870,059
EXPENDITURES							ness an an an
Certificated Salaries	1000-1999	\$ 384,330,63	3 8	\$ 9,347,022	\$ -	\$	393,677,655
Classified Salaries	2000-2999	\$ 116,115,01	7 \$	\$ 2,225,771	\$ -	\$	118,340,788
Employee Benefits	3000-3999	\$ 216,866,47	6 \$	\$ 1,998,918	\$-	\$	218,865,394
Books and Supplies	4000-4999	\$ 46,934,18	2		\$ -	\$	46,934,182
Services and Other Operating Expenditures	5000-5999	\$ 105,452,17	7		\$ -	\$	105,452,177
Capital Outlay	6000-6999	\$ 2,929,47	8		\$ -	\$	2,929,478
Other Outgo (excluding Indirect Costs)	7100-7299	\$ 500,00	0	A States of the	\$-	\$	500,000
Transfers of Indirect Costs	7300-7399	\$ (1,040,10	)3)		\$ -	\$	(1,040,103
TOTAL EXPENDITURES		\$ 872,087,86	0 1	\$ 13,571,711	\$ -	\$	885,659,571
OTHER FINANCING SOURCES/USES		<u> (</u>			Set a set of the		
Transfer In and Other Sources	8900-8979	\$ 500,00	0 1	\$ -	\$-	\$	500,000
Transfers Out and Other Uses	7600-7699	\$ 4,000,00	0 9	p +	\$ -	\$	4,000,000
Contributions	8980-8999	\$	- 4	\$ (1)	\$ -	\$	(1)
OPERATING SURPLUS (DEFICIT)*		\$ 12,282,19	9 9	\$ (13,571,712)	\$ -	\$	(1,289,513
BEGINNING FUND BALANCE	9791	\$ 179,048,05	1			<u>\$</u>	179,048,051
Audit Adjustments/Other Restatements	9793/9795	\$.	•		to a high a database sur	\$	-
ENDING FUND BALANCE		\$ 191,330,25	0 9	\$ (13,571,712)	<u>-</u>	\$	177,758,538
COMPONENTS OF ENDING FUND							
Nonspendable	9711-9719	\$ 1,901,90	0	\$ -	\$ -	\$	1,901,900
Restricted	9740	\$ 24,650,85	3 3	\$ (551,735)	\$-	\$	24,099,118
Committed	9750-9760	\$ 66,400,00	0 3	\$-	\$-	\$	66,400,000
Assigned	9780	\$.	-   \$	\$	\$ -	\$	-
Reserve for Economic Uncertainties	9789	\$ 17,521,75	7	\$ 271,434	\$-	\$	17,793,191
Unassigned/Unappropriated Amount	9790	\$ 80,855,74		\$ (13,291,411)		\$	67,564,329

\*Net Increase (Decrease) in Fund Balance

Long Beach Unified School District

#### G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Ва	rgaining Unit	•	TALB	Fund 11 - Adult K-12 & CDC/Hea			4&B
		1	Column 1	Column 2	Column 3	T	Column 4
	Object Code		Latest Board- pproved Budget efore Settlement (1st 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						17 6	
Federal Revenue	8100-8299	\$	242,600		\$	\$	242,600
Other State Revenue	8300-8599	\$	1,270,280		\$	\$	1,270,280
Other Local Revenue	8600-8799	\$	223,000	The second second second	\$	\$	223,000
TOTAL REVENUES		\$	1,735,880		\$ -	\$	1,735,880
EXPENDITURES			Seleven providence	No the State			Carl Carl Carl
Certificated Salaries	1000-1999	\$	663,006	\$ 12,218	\$ -	\$	675,224
Classified Salaries	2000-2999	\$	122,147	\$ 568	<b>\$</b>	\$	122,715
Employee Benefits	3000-3999	\$	410,644	\$ 2,083	\$	\$	412,727
Books and Supplies	4000-4999	\$	398,848		\$ -	\$	398,848
Services and Other Operating Expenditures	5000-5999	\$	175,790		\$	\$	175,790
Capital Outlay	6000-6999				\$ -	\$	
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$	-		\$	\$	
Transfers of Indirect Costs	7300-7399	\$	28,444		\$	\$	28,444
TOTAL EXPENDITURES		\$	1,798,879	\$ 14,869	\$ -	\$	1,813,748
OTHER FINANCING SOURCES/USES							
Transfers In and Other Sources	8900-8979	\$	-	\$ -	<b>\$</b>	\$	
Transfers Out and Other Uses	7600-7699	\$		\$ -	\$	\$	-
OPERATING SURPLUS (DEFICIT)*		\$	(62,999)	\$ (14,869)	\$ -	\$	(77,868)
	nanes come	15. SK	And the second				
BEGINNING FUND BALANCE	9791	\$	1,030,433			\$	1,030,433
Audit Adjustments/Other Restatements	9793/9795	\$			and the second second second	\$	
ENDING FUND BALANCE		\$	967,434	\$ (14,869)	\$ -	\$	952,565
COMPONENTS OF ENDING FUND BALAN	CE:				i de la cartan de	: 	
Nonspendable	9711-9719	\$	-	\$ -	\$	\$	al novo du noval constructiva dan sali se construit da segurar
Restricted	9740	\$.	967,434	\$ (14,869)	\$	\$	952,565
Committed	9750-9760	\$	1	\$ -	\$ -	\$	-
Assigned	9780	\$		\$ -	\$	\$	· –
Reserve for Economic Uncertainties	9789	\$	•	\$ -	\$	\$	-
Unassigned/Unappropriated Amount	9790	\$	-	\$ -	\$ -	\$	-

\*Net Increase (Decrease) in Fund Balance

Long Beach Unified School District

# G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Ba	gaining Unit:		und 12 - Child I K-12 & CDC/Head	l Start & CSEA U	nit A&B
		Column 1	Column 2	Column 3	Column 4
	Object Code	Latest Board- Approved Budget Before Settlement (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		Sector Providence			
Federal Revenue	8100-8299	\$ 22,140,653		- \$	\$ 22,140,653
Other State Revenue	8300-8599	\$ 8,059,613	an an Starburg Salaran an Starburg	\$	\$ 8,059,613
Other Local Revenue	8600-8799	\$ 1,349,173		-	\$ 1,349,173
TOTAL REVENUES		\$ 31,549,439		\$-	\$ 31,549,439
EXPENDITURES				ere creat prove	
Certificated Salaries	1000-1999	\$ 11,100,394	\$ 274,149	\$	\$ 11,374,543
Classified Salaries	2000-2999	\$ 6,603,825	\$ 135,180	\$	\$ 6,739,005
Employee Benefits	3000-3999	\$ 9,913,317	\$ 74,469	\$	\$ 9,987,786
Books and Supplies	4000-4999	\$ 1,951,089			\$ 1,951,089
Services and Other Operating Expenditures	5000-5999	\$ 1,250,494		- \$	\$ 1,250,494
Capital Outlay	6000-6999	\$ 35,000		<b>\$</b>	\$ 35,000
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	<b>\$</b>		\$ -	\$ -
Transfers of Indirect Costs	7300-7399	\$ 934,316		\$	\$ 934,316
TOTAL EXPENDITURES		\$ 31,788,435	\$ 483,798	\$-	\$ 32,272,233
OTHER FINANCING SOURCES/USES		transferred and set	an gewang kang		of the second second
Transfers In and Other Sources	8900-8979	\$	\$	\$	\$ -
Transfers Out and Other Uses	7600-7699	\$	\$	\$	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ (238,996)	\$ (483,798)	\$-	\$ (722,794)
					a de la compañía de l
BEGINNING FUND BALANCE	9791	\$ 892,655			\$ 892,655
Audit Adjustments/Other Restatements	9793/9795	\$			\$ ~
ENDING FUND BALANCE		\$ 653,659	\$ (483,798)	\$~	\$ 169,861
COMPONENTS OF ENDING FUND BALAN	CE:			al particular particular	
Nonspendable	9711-9719	<b>\$</b>	<b>\$</b>	\$	\$ -
Restricted	9740	\$ 653,659	\$ (483,798)	\$	\$ 169,861
Committed	9750-9760	\$	<b>\$</b>	\$	\$ -
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 11/22/16 Long Beach Unified School District

#### G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Bar	gaining Unit:	ł .	TALB	Fund 13/61 - 0 K-12 & CDC/Head	C <b>afeteria Fund</b> I Start & CSEA U	nit A	&В
		T	Column 1	Column 2	Column 3		Column 4
	Object Code	Aı Be	Latest Board- oproved Budget fore Settlement (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 Dlumns 1+2+3)
REVENUES			et de la companya de				h shi ku da
LCFF Revenue	8010-8099	\$	-		\$	\$	-
Federal Revenue	8100-8299	\$	29,931,311		\$	\$	29,931,311
Other State Revenue	8300-8599	\$	2,046,037		\$	\$	2,046,037
Other Local Revenue	8600-8799	\$	4,531,027		\$ -	\$	4,531,027
TOTAL REVENUES		\$	36,508,375	terrent i serret de la	\$ -	\$	36,508,375
EXPENDITURES				and the state of the state			
Certificated Salaries	1000-1999	\$		\$	<b>\$</b>	\$	-
Classified Salaries	2000-2999	\$	14,721,355	\$ 251,656	\$	\$	14,973,011
Employee Benefits	3000-3999	\$	7,582,788	\$ 57,024	\$****	\$	7,639,812
Books and Supplies	4000-4999	\$	14,002,607		<b>\$</b>	\$	14,002,607
Services and Other Operating Expenditures	5000-5999	\$	1,294,689		\$	\$	1,294,689
Capital Outlay	6000-6999	\$	2,716,800		\$	\$	2,716,800
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$			\$	\$	
Transfers of Indirect Costs	7300-7399	\$	77,343		\$	\$	77,343
TOTAL EXPENDITURES		\$	40,395,582	\$ 308,680	\$-	\$	40,704,262
OTHER FINANCING SOURCES/USES							-9-9-967 P
Transfers In and Other Sources	8900-8979	\$	-	\$	\$	\$	-
Transfers Out and Other Uses	7600-7699	\$		\$	\$	\$	-
OPERATING SURPLUS (DEFICIT)*		\$	(3,887,207)	\$ (308,680)	\$ -	\$	(4,195,887)
		13 (a) 19 (a)					
BEGINNING FUND BALANCE	9791	\$	6,928,946			\$	6,928,946
Audit Adjustments/Other Restatements	9793/9795	\$	-			\$	-
ENDING FUND BALANCE		\$	3,041,739	\$ (308,680)	\$ -	\$	2,733,059
COMPONENTS OF ENDING FUND BALAN		с. Ф			allan an an allana. A	\$ \$	and William
Nonspendable	9711-9719	\$	-	\$ -	\$		0 722 050
Restricted	9740	\$	3,041,739	\$ (308,680)	\$ -	\$	2,733,059
Committed	9750-9760	\$	-	\$ -	\$ -	\$	-
Assigned	9780	\$	-	\$ -	\$	\$	-
Reserve for Economic Uncertainties	9789	\$	-	\$ -	\$0.000 (Providence) 	\$	-
Unassigned/Unappropriated Amount	9790	\$	~	\$-	\$-	\$	

\*Net Increase (Decrease) in Fund Balance

Long Beach Unified School District

# G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

	Enter Fund:		Fund 21 Bu	ilding Fund	Tait A PD
Bar	gaining Unit:		-12 & CDC/Head		Column 4
	Object Code	Column 1 Latest Board- Approved Budget Before Settlement (2nd Interim)	Column 2 Adjustments as a Result of Settlement (compensation)	Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES	001001 0000				
Federal Revenue	8100-8299	\$ -		\$	\$-
Other State Revenue	8300-8599	\$	en de la companya de La companya de la comp	\$	\$ -
Other Local Revenues	8600-8799	\$ 700,000		\$	\$ 700,000
TOTAL REVENUES		\$ 700,000		\$-	\$ 700,000
EXPENDITURES			建铁铁合金运输管理		
Certificated Salaries	1000-1999	\$ -	\$ -	\$	\$ -
Classified Salaries	2000-2999	\$ 310,948	\$ 2,394	<b>\$</b>	\$ 313,342
Employee Benefits	3000-3999	\$ 128,671	\$ 543	\$	\$ 129,214
Books and Supplies	4000-4999	\$ 1,066,049		\$	\$ 1,066,049
Services and Other Operating Expenditures	5000-5999	\$ 12,620,915		\$	\$ 12,620,915
Capital Outlay	6000-6999	\$ 149,257,628		\$	\$ 149,257,628
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ 	n de la constante de la consta La constante de la constante de	\$	\$ -
Transfers of Indirect Costs	7300-7399	\$		<b>\$</b>	\$ -
TOTAL EXPENDITURES		\$ 163,384,211	\$ 2,937	\$ -	\$ 163,387,148
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$	\$	\$	\$ -
Transfers Out and Other Uses	7600-7699	<b>\$</b>	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ (162,684,211)	\$ (2,937)	\$ -	\$ (162,687,148)
and the second		and a second statement		ter standards for	
BEGINNING FUND BALANCE	9791	\$ .182,681,490			\$ 182,681,490
Audit Adjustments/Other Restatements	9793/9795	\$			\$ -
ENDING FUND BALANCE		\$ 19,997,279	\$ (2,937)	\$ -	\$ 19,994,342
COMPONENTS OF ENDING FUND BALAN					ф.
Nonspendable	9711-9719	\$	\$	\$	\$ -
Restricted	9740	\$ 19,997,279	\$ (2,937)	\$	\$ 19,994,342
Committed	9750-9760	\$	\$	\$	\$ <u>-</u>
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

Page 4i

#### Long Beach Unified School District TALB K-12 & CDC/Head Start & CSEA Unit A&B Explanations for Column 3 "Other Revisions" entered on Pages 4a through 4h:

Page 4a: Unrestricted General Fund	and the second se	Amount		Explanation
Revenues	\$	-		
Expenditures	\$			
Other Financing Sources/Uses	\$	-		
Page 4b: Restricted General Fund	ŀ	Amount		Explanation
Revenues	\$	-		
Expenditures	\$	-		
Other Financing Sources/Uses	\$			
Page 4d: Fund 11 - Adult Education Fund	ŀ	Amount		Explanation
Revenues	\$	_	· · · ·	
Expenditures	\$	+		
Other Financing Sources/Uses	\$		······	
Page 4e: Fund 12 - Child Development Fund	A	mount		Explanation
Revenues	\$	-		
Expenditures	\$			
Other Financing Sources/Uses	\$	-		
Page 4f: Fund 13/61 - Cafeteria Fund	A	mount		Explanation
Revenues	\$			an a the state of the second
Expenditures				
EXDENDIULUES	\$	-		计可靠近 化结合物 化乙基苯基 化过敏 化结合法 计过程分词 建制造成 经公司公司 经合理 化乙酰氨酸 化分子
Other Financing Sources/Uses	\$ \$			
Other Financing Sources/Uses	\$	ц. 		Explanation
Other Financing Sources/UsesPage 4g: Other	\$A	- - - -		Explanation
Other Financing Sources/Uses Page 4g: Other Revenues	\$ A \$	ц. 		Explanation
Other Financing Sources/Uses Page 4g: Other	\$A	ц. 		Explanation
Other Financing Sources/Uses Page 4g: Other Revenues Expenditures Other Financing Sources/Uses	\$ A 	- .mount - - -		
Other Financing Sources/Uses Page 4g: Other Revenues Expenditures Other Financing Sources/Uses Page 4h: Other	\$ A 	ц. 		
Other Financing Sources/Uses Page 4g: Other Revenues Expenditures	\$ A 	- mount - - - mount		

Los Angeles County Office of Education Business Advisor Services Revised 11/22/16

Long Beach Unified School District

# H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

	gaining Unit:	, <u>,</u>	2016-17		Iead Start & C: 2017-18		2018-19
	Object Code	Total Re		First Su	bsequent Year After Settlement		d Subsequent Year fter Settlement
REVENUES	- Object Cour						
LCFF Revenue	8010-8099	\$	692,730,539	\$	690,505,843	\$	702,921,153
Federal Revenue	8100-8299	\$	335,000	\$	185,000	\$	
Other State Revenue	8300-8599	\$	30,747,177	\$	17,549,950	\$	14,303,902
Other Local Revenue	8600-8799	\$	9,622,243	\$	9,482,842	\$	9,577,831
TOTAL REVENUES		\$	733,434,959	\$	717,723,635	\$	726,802,886
EXPENDITURES							
Certificated Salaries	1000-1999	\$	304,850,030	\$	311,836,629	\$	312,582,169
Classified Salaries	2000-2999	\$	87,017,391	\$	87,593,259	\$	88,244,230
Employee Benefits	3000-3999	\$	147,685,594	\$	160,125,823	\$	172,192,376
Books and Supplies	4000-4999	\$	30,825,881	\$	20,034,034	\$	20,826,760
Services and Other Operating Expenditures	5000-5999	\$	55,773,322	\$	55,273,085	\$	52,289,587
Capital Outlay	6000-6999	\$	1,135,069	\$	1,053,699	\$	1,053,699
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$	**	\$		<b>\$</b>	
Transfers of Indirect Costs	7300-7399	\$	(7,869,212)	\$	(8,801,548)	\$	(8,620,314
Other Adjustments						\$	
TOTAL EXPENDITURES		\$	619,418,075	\$	627,114,981	\$	638,568,507
OTHER FINANCING SOURCES/USES Transfers In and Other Sources	8900-8979	\$	500,000	\$'	<u></u>	\$	
Transfers Out and Other Uses	7600-7699	\$	4,000,000	\$	4,000,000	\$	4,000,000
Contributions	8980-8999	\$	(106,454,893)	\$	(108,269,093)	\$	(114,700,976)
OPERATING SURPLUS (DEFICIT)*		\$	4,061,991	\$	(21,660,439)	\$	(30,466,597)
BEGINNING FUND BALANCE	9791	\$	149,597,429	\$	153,659,420	\$	131,998,981
Audit Adjustments/Other Restatements	9793/9795	\$					
ENDING FUND BALANCE		\$	153,659,420	\$	131,998,981	\$	101,532,384
COMPONENTS OF ENDING FUND BALAN				A	1 001 000	\$ \$	1,901,900
Nonspendable	9711-9719	\$	1,901,900	\$	1,901,900	<u>.</u> Ф	1,901,900
Restricted	9740						CC 100 000
Committed	9750-9760	\$	66,400,000	\$	57,600,000	\$	55,400,000
Assigned	9780	\$	-	\$		\$	
Reserve for Economic Uncertainties	9789	\$	17,793,191	\$	17,646,743	\$	17,754,152
Unassigned/Unappropriated Amount	9790	\$	67,564,329	\$	54,850,338	\$	26,476,332

\*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

2.744.	gaining Unit:	2016-17		CDC/Head Start & C 2017-18	2018-19
			After	First Subsequent Year Afte	
	Object Code	Settlement		Settlement	After Settlement
REVENUES					
LCFF Revenue	8010-8099	\$	-	\$	\$ -
Federal Revenue	8100-8299	\$ 54,927,	,819	\$ 53,961,975	\$ 52,739,338
Other State Revenue	8300-8599	\$ 91,307,	,811	\$ 88,255,526	\$ 84,924,402
Other Local Revenue	8600-8799	\$ 8,199,	,470	\$ 4,169,711	\$ 2,138,121
TOTAL REVENUES		\$ 154,435,	100	\$ 146,387,212	\$ 139,801,861
EXPENDITURES					
Certificated Salaries	1000-1999	\$ 88,827,	,625	\$ 85,981,904	\$ 82,796,507
Classified Salaries	2000-2999	\$ 31,323,	397	\$ 30,333,847	\$ 30,657,998
Employee Benefits	3000-3999	\$ 71,179,	800	\$ 73,427,950	\$ 75,526,265
Books and Supplies	4000-4999	\$ 16,108,	301	\$ 10,677,376	\$ 9,067,396
Services and Other Operating Expenditures	5000-5999	\$ 49,678,	855	\$ 46,420,113	\$ 47,596,990
Capital Outlay	6000-6999	\$ 1,794,	409	\$ 1,203,426	\$ 516,867
Other Outgo (excluding Indirect Costs)	7100-7299	\$ 500,	000	\$ 500,000	\$ 500,000
Transfers of Indirect Costs	7400-7499 7300-7399	\$ 6,829,	109	\$ 7,677,810	\$ 7,643,594
Other Adjustments		• •,•==;	Sale A	\$	S - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -
TOTAL EXPENDITURES		\$ 266,241,	496	\$ 256,222,426	\$ 254,305,617
		φ 200,211,		¢,	· · · · · · · · · · · · · · · · · · ·
OTHER FINANCING SOURCES/USES Transfers In and Other Sources	8900-8979	\$		<u>\$</u>	<u>s</u> -
Transfers Out and Other Uses	7600-7699	\$	-	<b>\$</b>	<b>\$</b>
Contributions	8980-8999	\$ 106,454,	892	\$ 108,269,093	\$ 114,700,976
OPERATING SURPLUS (DEFICIT)*		\$ (5,351,		and the second	
	a a anganaka	φ (3,301,		¢ (1,000,122)	
BEGINNING FUND BALANCE	9791	\$ 29,450,0	622	\$ 24,099,118	\$ 22,532,997
Audit Adjustments/Other Restatements	9793/9795	\$	-		
ENDING FUND BALANCE		\$ 24,099,	118	\$ 22,532,997	\$ 22,730,217
COMPONENTS OF ENDING FUND BALANC	ጉ,				
Nonspendable	9711-9719	\$.	- -	\$ -	<b>\$</b> -
Restricted	9740	\$ 24,099,	118	\$ 22,532,997	\$ 22,730,217
Committed	9750-9760				
Assigned	9780				
Reserve for Economic Uncertainties	9789	\$	-	\$	\$
Unassigned/Unappropriated Amount	9790	\$		5 •	14月1日日本語,前是四個國際的情報等

\*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

Bar	gaining Unit:		<b>bined General Fund</b> CDC/Head Start & C	
	<u> </u>	2016-17	2017-18	2018-19
	Object Code	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES	Object Code		Contraction of the second second	
LCFF Revenue	8010-8099	\$ 692,730,539	\$ 690,505,843	\$ 702,921,153
Federal Revenue	8100-8299	\$ 55,262,819	\$ 54,146,975	\$ 52,739,338
Other State Revenue	8300-8599	\$ 122,054,988	\$ 105,805,476	\$ 99,228,304
Other Local Revenue	8600-8799	\$ 17,821,713	\$ 13,652,553	\$ 11,715,952
TOTAL REVENUES		\$ 887,870,059	\$ 864,110,847	\$ 866,604,747
EXPENDITURES				of the second second second
Certificated Salaries	1000-1999	\$ 393,677,655	\$ 397,818,533	\$ 395,378,676
Classified Salaries	2000-2999	\$ 118,340,788	\$ 117,927,106	\$ 118,902,228
Employee Benefits	3000-3999	\$ 218,865,394	\$ 233,553,773	\$ 247,718,641
Books and Supplies	4000-4999	\$ 46,934,182	\$ 30,711,410	\$ 29,894,156
Services and Other Operating Expenditures	5000-5999	\$ 105,452,177	\$ 101,693,198	\$ 99,886,577
Capital Outlay	6000-6999	\$ 2,929,478	\$ 2,257,125	\$ 1,570,566
Other Outgo (excuding Indirect Costs)	7100-7299 7400-7499	\$ 500,000	\$ 500,000	\$ 500,000
Transfers of Indirect Costs	7300-7399	\$ (1,040,103)	\$ (1,123,738)	
Other Adjustments			\$ -	\$ -
TOTAL EXPENDITURES		\$ 885,659,571	\$ 883,337,407	\$ 892,874,124
OTHER FINANCING SOURCES/USES		States in the second second		
Transfers In and Other Sources	8900-8979	\$ 500,000	\$ -	\$-
Transfers Out and Other Uses	7600-7699	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000
Contributions	8980-8999	\$ (1)		\$-
OPERATING SURPLUS (DEFICIT)*		\$ (1,289,513)	\$ (23,226,560)	\$ (30,269,377)
	いとう改善		v doubles, where di	
BEGINNING FUND BALANCE	9791	\$ 179,048,051	\$ 177,758,538	\$ 154,531,978
Audit Adjustments/Other Restatements	9793/9795	\$-		
ENDING FUND BALANCE		\$ 177,758,538	\$ 154,531,978	\$ 124,262,601
COMPONENTS OF ENDING FUND BALANCE	E:			
Nonspendable	9711-9719	\$ 1,901,900	\$ 1,901,900	\$ 1,901,900
Restricted	9740	\$ 24,099,118	\$ 22,532,997	\$ 22,730,217
Committed	9750-9760	\$ 66,400,000	\$ 57,600,000	\$ 55,400,000
Assigned	9780	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties	9789	\$ 17,793,191	\$ 17,646,743	\$ 17,754,152
Unassigned/Unappropriated Amount	9790	\$ 67,564,329	\$ 54,850,338	\$ 26,476,332

\*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

Long Beach Unified School District TALB K-12 & CDC/Head Start & CSEA Unit A & B

### I. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

p		2016-17	 2017-18	2018-19
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 889,659,571	\$ 887,337,407	\$ 896,874,124
b.	Less: Special Education Pass-Through Funds	\$ bet .	\$ anta ang ang ang ang ang ang ang ang ang an	\$
c.	Net Expenditures, Transfers Out, and Uses	\$ 889,659,571	\$ 887,337,407	\$ 896,874,124
11	State Standard Minimum Reserve Percentage for this District Enter percentage>	2.00%	2.00%	2.00%
	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)	\$ 17,793,191	\$ 17,746,748	\$ 17,937,482

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

8	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9789)	\$ 17,793,191	\$	17,646,743	\$	17,754,152
	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	´´	ф Ф		ው - ው	
	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9789)	\$ 67,564,329	Ъ \$	54,850,338 	\$ \$	26,476,332
	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	\$ 	\$		\$	
e.	Total Available Reserves	\$ 85,357,520	\$	72,497,081	\$	44,230,484
f.	Reserve for Economic Uncertainties Percentage	9.59%		8.17%		4.93%

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

2016-17	Yes X	No
2017-18	Yes X	No
2018-19	Yes X	No

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

Page 6

#### Public Disclosure of Proposed Collective Bargaining Agreement Long Beach Unified School District TALB K-12 & CDC/Head Start & CSEA Unit A & B

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	\$ 14,381,993
General Fund balance Increase/(Decrease), Page 4c, Column 2	\$ (13,571,712)
Adult Education Fund balance Increase/(Decrease), Page 4d, Column 2	\$ (14,869)
Child Development Fund balance Increase/(Decrease), Page 4e, Column 2	\$ (483,798)
Cafeteria Fund balance Increase/(Decrease), Page 4f, Column 2	\$ (308,680)
Other Fund balance Increase/(Decrease), Page 4g, Column 2	\$ (2,937)
Other Fund balance Increase/(Decrease), Page 4h, Column 2	\$ **
Total all fund balances Increase/(Decrease) as a result of the settlement(s)	\$ (14,381,996)

Variance \$ (3)

Variance Explanation:

Rounding

# 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.

-	Surplus/		
General Fund Combined	(Deficit)	(Deficit) %	Deficit primarily due to:
Current FY Surplus/(Deficit) before settlement(s)?	\$ 12,282,199	1.4%	
Current FY Surplus/(Deficit) after settlement(s)?	\$ (1,289,513)	(0.1%)	negotiated salary increases and various
1st Subsequent FY Surplus/(Deficit) after settlement(s)?	\$(23,226,560)	(2.6%)	negotiated salary increases and various
2nd Subsequent FY Surplus/(Deficit) after settlement(s)?	\$(30,269,377)	(3.4%)	negotiated salary increases and various

#### Deficit Reduction Plan (as necessary):

Reserve levels will be reduced. District will need to adjust spending levels in conjunction with any changes necessary due to change in gap funding levels - unknown at this time.

# Were "Other Adjustments" amount(s) entered in the multiyear projections (pages 5a and 5b) for 1st and 2nd 7. 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 9a.

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	\$-	

TALB K-12 & CDC/H	TALB K-12 & CDC/Head Start & CSEA Unit A & B	& B		
J. COMPARISON OF PROPOSED CHANGE IN TOTAL COMPENSATION TO CHANGE IN LCFF FUNDING FOR THE NEGOTIATED PERIOD	<b>DN TO CHANGE IN L</b>	CFF FUNDING FO	R THE NEGOTIATEL	) PERIOD
The purpose of this form is to determine if the district has entered into bargaining agree LCFF funding.	gaining agreements that would result in salary increases that are expected to exceed the projected increase in	alary increases that are	expected to exceed the prc	ijected increase in
	(fill ou	t columns for which	(fill out columns for which there is an agreement)	
	Prior Year	2016-17	2017-18	2018-19
a. LCFF Funding per ADA	1,124.69	1,557.75		
b. Amount Change from Prior Year Funding per ADA		433.05	T	r
c. Percentage Change from Prior Year Funding per ADA		38.50%	0.00%	0.00%
d. Total Compensation Amount Change (from Page 1, Section A, Line 5)		14,381,993.00	(1,566,464.00)	(1,566,464.00)
e. Total Compensation Percentage Change (from Page 1, Section A, Line 5)		2.44%	-0.26%	-0.26%
f. Proposed agreement is within/exceeds change in LCFF Funding (f vs. e)		Within	Within	Within

Page 8

Public Disclosure of Proposed Collective Bargaining Agreement

Printed 4/18/2017 1:18 PM

Los Angeles County Office of Education Business Advisory Services Revised 11/22/16

#### K. 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 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, 2016\_\_ to June 30, 2017.

#### **Board Actions**

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

Current Year

	ease/(Decrease)		
\$	(1)		
\$	14,381,995		
\$	(14,381,996)		
Bud	lget Adjustment		
Incr	ease/(Decrease)		
<u>.</u> \$			
\$			
\$	\$ -		
	Incr \$ \$ \$ Bud		

#### **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 I am Unable to certify	4/19/17
District Superintendent	Date
(Signature)	
I hereby certify I am unable to certify	8
Dusarthuderten Jumi Takahashi	4/19/17
Chief Business Official	<b>`</b> Date
(Signature)	

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

Dudget Adjustment

#### Long Beach Unified School District TALB K-12 & CDC/Head Start & CSEA Unit A&B Assumptions and Explanations (enter or attach documentation)

#### The assumptions upon which this certification is made are as follows:

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20 A. S. Martin, J. M. Martin, M. Martin, M. Martin, J. Martin, and M. Martin, and Martin, and Martin, and Martin, an	
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Concerns regarding affordability of agreement in subsequent years (if any):

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#### L. 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 Date District Superintendent (Signature) 562-997-8126 Renee Arkus, Executive Director of Fiscal Services Phone **Contact Person** After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on May 3, 2017 \_\_\_\_\_, took action to approve the proposed agreement with the TALB K-12 and CDC/Head Start and CSEA Unit A and B\_Bargaining Unit(s). President (or Clerk), Governing Board Date (Signature)

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

#### Tentative Agreement Between The Long Beach Unified School District and the Teachers Association of Long Beach, K-12

#### March 23, 2017

#### Article V: Days and Hours of Employment

#### A. Workday:

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2. In the elementary schools, teachers shall report for duty and check their mailboxes not later than fifteen (15) minutes before the opening of class except when assigned before TA school duties. Teachers shall remain until after the close of the last scheduled class of the day for Grades 4 and 5 (except on Friday), unless they have an after school duty, are excused earlier or are requested to remain by the principal. On Fridays, teachers may leave the building immediately upon the close of the regular school day for pupils. (afternoon kindergarten teachers may arrive at school fifteen (15) minutes later than the start of their regular duty day), except that if District meetings are scheduled on Friday another "early day" may be designated. Teachers of kindergarten and the first three grades remain on duty as long as teachers of the fourth and fifth grades, unless excused earlier by the principal. All kindergarten teachers (including those without team partners) shall meet their classes for 200 minutes each day and work two hours beyond such time either with their class or in other classrooms at teacher discretion in collaboration with the site administrator. Note: Unless and until negotiated otherwise, the extended or full day kindergarten will remain voluntary, but no contractual waiver is required.

3. In the middle and senior high schools teachers shall, unless assigned to before school duty, report for duty at least fifteen (15) minutes before the opening of the first assigned class, conference period, or homeroom/advisory and shall check their mailboxes daily before the instructional day begins. Teachers shall be present on site for an additional sixty (60) minutes weekly as selected at the professional discretion of the teacher. If District meetings are scheduled on Friday another "early day" may be designated.

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 minimum on-site duty day. Such duties 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-four (24) 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 1 2 for the specific purposes of preparing materials; conferring with students, parents, 3 support staff, and administrators; and other duties subject to assignment by the principal. 4 TA It may also, if deemed necessary by the immediate site manager, be used for providing 5 replacement services (class coverage) for a temporarily absent unit member. 6 Replacement service may be required when another teacher is absent, no substitute is 7 immediately available and, in the judgment of the administrator, no other certificated 8 9 employee is available. Over the course of the school year the site manager shall 10 distribute these occasional replacement assignments as equitably as possible among all available non-classroom certificated personnel and unit members. A record of 11 equitable assignments shall be accessible to employees. When a unit member is 12 assigned to provide such replacement service, the first two (2) hours, cumulative, per 13 14 school year of such service shall be deducted from the employee's maximum expectancy (twenty four [24] hours per semester) (twenty [20] hours per semester 15 or forty (40) per year) for adjunct duties. When a unit member is assigned to 16 provide replacement service in excess of two (2) hours, cumulative, the unit member 17 shall be paid for such excess service at the substitute hourly rate, Schedule N P, and 18 shall be required to remain on-site after his/her duty day for an equivalent 19 20 number of minutes of preparation. 21 22 14. Electronic Grading and Communication System Committee 23 Establish a joint District/TALB Committee to review the electronic grading and 24 TA: communication systems. The committee will convene no later than June 2016. The 25 Committee will be comprised of five (5) TALB appointed members and five (5) District-appointed members. The committee will explore the electronic grading 26 27 options, frequency of reporting, potential trainings, and mitigating technology needs. The recommendation of the Committee shall be submitted to the District and TALB 28 29 for negotiations during the 2016-2017 school year with the objective of 30 implementation effective 2017-2018 school year. At the secondary level, an online gradebook shall be maintained and updated 31 by the unit member at least each month, or more frequently as determined by 32 the Site Shared Decision Making Committee. Grades shall be submitted 33 electronically by the unit members at all grade levels at the designated reporting 34 35 periods. Grading guidelines and reporting period dates shall be provided at the beginning of the school year by the site administrator or designee. Any 36 37 technology failure shall be reported immediately by the affected unit member 38 to the site administrator and/or designated support personnel (e.g help desk). 39 40 41 ADDITIONAL CONSIDERATION FOR YEAR-ROUND SCHEDULES: <del>C.</del>– 42 43 4-Roving Teachers. Roving teachers agree to change classrooms approximately 44 every four weeks to enable three other teachers to remain in/return to the same TA 45 elassroom throughout the year. An employee identified as a roving teacher at a year round site will be entitled to utilize a total number of classroom aide 46 47 hours which is ten (10) percent greater than the total number of classroom aide hours allocated to other teachers in the same grade level (elementary) or the 48 49 same subject area (middle school) at the same school site. In addition, roving

1		teachers may be given some special-considerations developed cooperatively at
2		the site; i.e., no recess or hall duty, assistance with bulletin boards, single level
3		classes, reduction of adjunct responsibilities, etc.
4		
5		Roving teacher-assignments will be filled by volunteers. In the event that there
6		is not a volunteer roving teacher, all four teachers may be required to change
7		classrooms when returning from intersession. Except in the most extraordinary
8		circumstances, teachers serving in their initial year in the profession will not be
9		assigned to a roving position.
10		
11	<u> </u>	It is not the intent of the District that employees be arbitrarily reassigned or
12		rotated from one track to another.
13		
14	3	At a minimum, the District shall provide one movable storage unit per four
	9	
15		classroom teachers. Each teacher shall be assigned a storage space which can
16		be locked.
17		
18	4.	It is the goal of the District that the temperature of the classroom will be
19		conducive to teaching and learning throughout the school year. At a minimum,
20		some type of mechanical cooling device will be available for each classroom at
		each year round school site.
21		each year-round schoor site.
22	_	
23	<del>3.</del>	The parties recognize that some factors that relate to year round scheduling at
24		the middle school and are within the scope of bargaining may not have been
25		addressed. Should problems arise because of such unanticipated factors, the
26		parties agree to meet for the purpose of resolving those issues.
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28	6	With the approval of the site administrator, teachers may exchange days with
	6	
29		other teachers who are on different tracks or calendars at the same school site.
30		Participating teachers shall submit a signed agreement indicating the days they
31		are exchanging at least five days in advance of the exchange to the site
32		administrator for approval Teachers who are unable to fulfill the conditions of
33		the agreement shall be charged appropriate leave for those days on which they
34		were absent and which they were not able to make up. The District will not be
		held liable for a teacher who does not fulfill his/her exchange days.
35		nere nable for a teacher who goes not futilit institler excitange days.
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39	ARTICLE V	<b>1: Compensation</b>
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	APPENDIX	D. Salawing TA
41		B: Salaries TA
42	<u>Salary:</u>	
43		o bargaining unit salary schedules, stipends, and rates of pay retroactive to
44		An additional one time off schedule payment of 1% based on the unit
45	members' ear	nings for the 2016-2017 fiscal year.
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1 2 3	B.	HEALTH AND WELFARE BENEFITS:	
4 5 6		<b>NOTE</b> : Tentative Agreement reached regarding Health Benefits and ratified by TALB on 3/17/17.	
7 8	He	alth Insurance.	
9		a. Kaiser Foundation Health Plan.	
10		Brief description of coverage: Unlimited lifetime maximum.	
11		Continuation of existing plan without modification of benefits, except	
12 13	TA	as noted.	
14 15 16		Annual out of pocket maximums are \$1,500 Individual and \$3,000 Family	
17 18		Physician Visit: \$5 \$10 co-pay, effective 3/1/2013 7/1/2017.	
19 20 21		Emergency Room Visit: \$100 co-pay, effective 3/1/2013. The fee is waived if the person is admitted to the hospital.	
22 23		Chiropractic Care: \$5 co-pay and 30 visits per year, effective 1/1/07.	
24 25 26 27		<u>Prescription Plan</u> : (100 Day Supply): Retail Generic and Non- Formulary co-pays are \$5; Retail Brand co-pay is \$10 effective 7/1/17. per one hundred (100) day prescription - \$5.	
28		b. HMO Plan.	
29		Brief description of coverage: Effective March 1, 2013, this plan will	
30		be referred as the HMO TALB plan. The ability to move between the	
31 32 33	TA	HMO and Comprehensive Major Medical is no longer available.	
34		as noted.	
35 36		HMO. Office visits, <b>\$5 \$10</b> ; no deductible; hospitalization 100% covered. Unlimited lifetime maximum. Continuation of existing plan	
37		without modification of benefits, except as noted effective 7/1/17.	
38 39		The second secon	
40 41		Emergency Room Visit: \$100 co-pay, effective 3/1/2013. The fee is waived if the person is admitted to the hospital.	
42 43 44		<u>Chiropractic Care (Blue Shield HMO):</u> \$5 co-pay, up to 30 visits per year, effective 1/1/07.	
45 46 47 48 49		<u>Prescription Plan</u> : Effective 3/1/2013, prescriptions will be carved into the HMO plan. Retail co-pay per thirty (30) day prescription: \$5 generic; \$10 formulary; and \$35 non-formulary. Mail order co- pay for up to ninety (90) day prescription supply: \$5 generic; \$10 formulary; and \$35 non-formulary. Effective 1/1/2018, the Blue	

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1 2 3 4 5 6 7 8 9 10 11 12	<ul> <li>Shield HMO prescription plan is being transitioned to a four (4) tier system by the provider <ol> <li>Tier 1: \$5 Low Cost Medications: Includes some generics and inexpensive name brands.</li> <li>Tier 2: \$10 Medium Cost Medications: Includes generics and name brand drugs.</li> <li>Tier 3: \$35 High Cost Medications: Includes high cost name brand drugs</li> <li>Tier 4: \$35 Highest Cost Medications: Includes primarily specialty drugs</li> </ol> </li> </ul>
13	c. <b>PPO. COMPREHENSIVE MAJOR MEDICAL</b> . Continuation of existing
14	plan without modification of benefits, except as noted.
15	
16	(a) Through December 31, 2015, \$200/\$400 deductible;
17	20% co-insurance; \$500 individual/\$1,000 family per
18	year out-of- pocket limit (in addition to deductible);
19	Effective January 1, 2016, \$300/\$600 deductible; 20%
20	co-insurance; \$1,000 individual/\$2,000 family per
21	year out-of- pocket limit (in addition to deductible).
22	your out of point (
23	(b) Out-of-Network Provider – Through December 31,
23 24	2015, \$400/\$800 deductible; 40% co-insurance;
2 <del>4</del> 25	\$3,000 individual/\$6,000 family per year out-of-
23 26	pocket limit (in addition to deductible); Effective
20 27	January 1, 2016, \$500/\$1,000 deductible; 40% co-
	insurance; \$5,000 individual/\$10,000 family per year
28	out-of-pocket limit (in addition to deductible).
29	out-of-pocket mint (in addition to deduction).
30	T TALE AND A CONTRACT OF NOTWORLD \$100 00
31	Emergency Room Visit: (In-Network/Out of Network) \$100 co-
32	pay, effective 7/1/2017. The fee is waived if the person is admitted
33	to the hospital; subject to plan specifications.
34	The second of the DIA
35	Prescription Plan: Effective 3/1/2012 7/1/2017 the PPO plan will
36	include a comprehensive prescription program with the following co-
37	pay structure:
38	
39	National Formulary: The District shall participate in the National
40	Formulary to the extent offered by the district PPO Plan's Pharmacy
41	Benefit Manager effective July 1, 2016.
42	
43	Retail Pharmacy (30 Day Supply): \$0 \$5 co-pay for generic; \$20 co-
44	pay for formulary; and \$50 co-pay for non-formulary.
45	
46	Mail Order (90 Day Supply): \$0 co-pay for generic; \$20 co-pay for
47	formulary; and \$50 co-pay for non-formulary.
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1 2 3 4 5			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).	
6 7 8 9		d.	Hearing Aids. Any active employee who is insured under any one of the District sponsored medical plans may request reimbursement for the costs of hearing aids. The maximum amount of reimbursement shall not exceed one thousand dollars (\$1,000) within any three (3)	
10 11 12 13			year period. The cost of hardware, fitting tests, and other tests related to the hearing aids purchased shall be included for reimbursement purposes.	
14		Reflected	in the Plan Design Changes but not Contract Language	
15	1.	Effective 7/1/2017, the prescription drug <i>Arestin</i> will be excluded from the plan.		
16 17	2.	<u>Teladoc Program</u> : A telephone and videoconferencing technology to provide on-demand remote medical care via mobile devices, the internet, video and		
18		phone servi	ces will be integrated with the medical plan effective 7/1/2017; fee, deductible/coinsurance applies.	
19	3.	safety risks	ed Program: A health and safety program to alert physicians of for their patients will be implemented for members effective	
20		7/1/2017.		
21	4.	Advanced Utilization Management (With Step-Therapy) Program: An enhancement to the existing clinical rules with additional prior authorization,		
22 23		unug quanat	y management and step-therapy will be effective 7/1/2017.	
23 24				
25	ARTIC	LE IX: Safet	ty Conditions of Employment	
26 27 28	1	esult of vanda	trict business, in the event an employee's vehicle is damaged as a alism or theft, the District will reimburse the employee for the uctible payment in an amount not to exceed \$500 per incident.	
29 30 31 32 33	4	<del>evalua</del> <del>beginn</del>	clusion of the word "theft" above is temporary to allow the District to te its cost impact. The word "theft" shall be removed from the contract ing July 1, 2017, unless extended by mutual written agreement of the t and Association.	
34 35	<u>Article </u>	X: Class Size	and Staffing Ratios	

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The special education special day class **annual cumulative** average for the District (exclusive of adapted physical education) will be a maximum of fourteen (14). No special day class shall exceed a per class maximum of eighteen (18) pupils. On or about the 15<sup>th</sup> day of October, December, February and April, the Assistant Superintendent, Office of School Support Services, shall meet with the Association to review the special day class average and maximums.

#### **ARTICLE XI: Peer Assistance and Review Program for Teachers**

**PURPOSE OF THE PROGRAM**: The Teachers Association of Long Beach and the Long Beach Unified School District support the highest possible quality of education. In order for students to succeed in learning, teachers must succeed in teaching. Teachers who are referred to or who volunteer for the Peer Assistance and Review Program are valuable professionals who shall be provided the best resources and support for improving and strengthening their instructional performance.

#### 18 B. **DEFINITIONS OF TERMS:**

- 1. <u>Peer Assistance</u>. Both new and experienced teachers benefit from professional support provided by other classroom teachers. For the purposes of this Article, peer assistance describes activities planned and implemented by the Consulting Teacher in collaboration with the Participating Teacher and the supervising administrator. These activities shall be designed to strengthen the Participating Teacher's skill and expertise in the following areas: California Standards for the Teaching Profession:
  - 1. Engaging and Supporting All Students in Learning
  - 2. Creating and Maintaining Effective Environments for Student Learning
  - 3. Understanding and Organizing Subject Matter for Student Learning
  - 4. Planning Instruction and Designing Learning Experiences for All Students
  - 5. Assessing Students for Learning
  - 6. Developing as a Professional Educator
  - a.---- Mastery of content
    - b. Instructional skills and techniques
    - c. ---- Adherence to content standards and curricular objectives
    - d. Classroom management
      - e. Lesson design and presentation
    - f. Assessment of student progress toward-established standards
    - g. Appropriate learning environment
- 2. <u>Peer Review</u>. Peer review describes a process by which the Consulting Teacher shall monitor, guide, and support the progress of one or more assigned Referred Participating Teachers toward a satisfactory an effective level of classroom performance. The review process shall include the following:

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1 2 3 4	a.	Collaboration between the Consulting Teacher and the Referred Participating Teacher in developing mutually agreeable performance goals for the Referred Participating Teacher.
5 6 7 8	b.	Monthly written reports to the Referred Participating Teacher which shall be shared with the Peer Assistance and Review Panel and the supervising administrator.
9 10 11	c.	A collaborative and cooperative relationship between the Consulting Teacher and the administrator who supervises the Participating Teacher to whom the Consulting Teacher is assigned.

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- d. A **non-evaluative** Summary Report prepared by the Consulting Teacher which shall be provided to the Referred Participating Teacher, the Peer Assistance and Review Panel, and the supervising administrator. A copy of the Summary Report shall be placed in the personnel file of the Referred Participating Teacher and the Summary Report may be reflected in either an interim and/or a **the** final evaluation of the Referred Participating Teacher. Both the interim and- Tthe final evaluations of the Referred Participating Teacher shall be completed by the supervising administrator.
- 3. <u>Determination of Unsatisfactory Rating</u>. If an alternative rating system is employed on a pilot basis, the Association and the District-shall agree prior to implementation what rating is equivalent to unsatisfactory if, in fact, the term "unsatisfactory" is not used in the pilot rating system.
- Peer Assistance and Review Panel. The Peer Assistance and Review Panel shall be comprised of nine (9) members, the majority of whom shall be teachers. Five (5) teacher members shall be appointed by the Board of Directors of the Teachers Association. Four (4) members shall be administrators selected by the Long Beach Unified School District.
- 5. <u>Referred Participating Teacher</u>. A Referred Participating Teacher is a teacher who has achieved permanent status and who, as a result of either an interim or a final evaluation in which one or more ratings of unsatisfactory have been earned, demonstrates a need for assistance to improve his/her instructional skills and techniques, mastery of content, lesson organization and presentation, adherence to curricular objectives and standards, assessment of student progress toward established standards, suitable learning environment and classroom management competencies in the California Standards for the Teaching Profession.

A teacher with permanent status who is not initially assigned to the Peer Assistance and Review Program and who receives an unsatisfactory evaluation in the course of the prescribed evaluation process may, with the recommendation of the supervising administrator and the approval of the PAR Panel, be assigned immediately to the Peer Assistance and Review Program and be designated as a Referred Participating Teacher. Assignment shall occur in a timely manner following the teacher's receipt of the unsatisfactory evaluation. Teachers assigned to the Program as the result of an ongoing evaluation shall participate in the Peer Assistance and Review Program for the remainder of the year in which the initial assignment occurred and for the entire subsequent school year.

A Referred Participating Teacher shall participate in both the peer assistance and peer review components of this program.

- 6. <u>Volunteer Participating Teacher</u>. A Volunteer Participating Teacher is a teacher who has achieved permanent status who seeks to improve his/her teaching performance and requests- applies to the Peer Assistance and Review Panel to assign a Consulting Teacher to provide peer assistance. If approved by the Peer Assistance and Review Panel, A a Volunteer Participating Teacher shall be involved only in the peer assistance component of the program.
- 7. <u>Beginning Participating Teachers</u>. All newly employed classroom teachers possessing a preliminary credential with fewer than two years of fully credentialed teaching experience shall participate in a peer assistance program. In addition, classroom teachers who possess a pre-intern certificate, an intern credential, or an emergency permit shall also participate in a peer assistance program. Beginning Participating Teachers shall only be involved in the peer assistance component of this program.
- 8. <u>Consulting Teacher</u>. A Consulting Teacher is a permanent classroom teacher selected by the Peer Assistance and Review Panel to provide support to a Participating Teacher and/or to assume additional responsibilities determined as appropriate by the Peer Assistance and Review Panel or the District. These responsibilities may include:
  - a. Assistance and guidance to new teachers and/or teacher trainees.
  - b. Assistance and guidance to experienced teachers upon mutual agreement of the parties.
  - c. Staff development activities appropriate for certificated employees and including student teachers.
  - d. Development of curriculum. Collaborative lesson planning

# C. PEER ASSISTANCE AND REVIEW PANEL – ORGANIZATION AND RESPONSIBILITIES:

- 1. The Peer Assistance and Review Panel shall be comprised of a majority of teachers. Five (5) permanent classroom teachers shall serve on the Peer Assistance and Review Panel. Teachers participating on the panel shall be selected by the Association. In addition, there shall be four (4) administrators on the panel. These individuals will be selected by the Long Beach Unified School District.
- 2. If a teacher serving as a panel member is unable to complete his/her term because of any reason, the Association shall appoint another teacher to continue in the position. After the first year of the California Peer Assistance and Review Program, panel members shall upon selection, serve three-year terms.
- 3. The Peer Assistance and Review Panel shall establish its own meeting schedule. A quorum requires two-thirds (2/3) of the members be present and that the majority of those present shall be members of the Association. Such meetings shall take place during the regular workday. Teachers who are members of the panel shall be

released from their regular duties to attend meetings. If, in carrying out their responsibilities, as members of the panel teachers finds it necessary to work beyond their regular workday, they shall be compensated at their additional hourly pay rate.

4. The Peer Assistance and Review Panel shall be responsible to:

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- a. Provide annual training for Peer Assistance and Review Panel members.
- b. Establish its own rules of procedure including the method for the selection of a chairperson.
- c. Establish an application procedure for those desiring to become Consulting Teachers.
- d. Organize and implement a plan for classroom observations of applicants for Consulting Teacher positions.
- e. Participate in classroom observations or review artifacts of selected applicants for Consulting Teacher positions.
- f. Nominate Consulting Teachers to the governing board for approval.
- g. Notify Consulting Teacher applicants that they have been approved by the governing board.
- h. Approve training and support for Consulting Teachers and Participating Teachers.
- i. Establish a process for permanent teachers to become voluntary participants in the program.
- j. Receive and approve requests from the coordinator of the New Teacher/Beginning Teacher Support and Assessment Project for assistance in supporting Beginning Participating Teachers.
- k. Provide final approval of assignments of Consulting Teachers to Participating Teachers.
- 1. Review the final report prepared by the Consulting Teacher and making recommendations to the governing board regarding each Participating Teacher's progress in the Peer Assistance and Review Program.
- m. Conduct an annual review of Consulting Teachers' performance activities and effectiveness.
- n. Recommend to the governing board that terms of Consulting Teachers who are not performing effectively not be renewed.
- o. Evaluate annually the impact of the Peer Assistance and Review Program in order to improve the program.
- p. Approve assignment of additional instructional and curricular responsibilities to Consulting Teachers beyond the parameters of the Peer Assistance and Review process.
- q. Work with the District to draft the preliminary PAR budget; however, the final budget approval authority shall be retained by the District.
- r. Adopt rules and regulations to accomplish the provisions of this Article. These rules and regulations shall be consistent with the provisions of the Agreement and in the event of any inconsistency the Agreement shall prevail.

- 5. All proceedings and materials related to evaluations, reports, and other personnel matters shall be strictly confidential. Disclosure of such information by panel members and Consulting Teachers is appropriate only in the implementation of this Article.
- 6. The Long Beach Unified School District shall hold harmless the members of the Peer Assistance and Review Panel and the Consulting Teacher from any liability arising out of their participation in this program as provided in <u>Education Code</u>, Section 44503 (e).

#### D. PARTICIPATING TEACHERS:

- 1. <u>Referred Participating Teachers</u>:
  - a. A Referred Participating Teacher is a teacher with permanent status who as a result of one or more unsatisfactory ratings on his/her interim or final evaluation in the course of the prescribed evaluation process is referred to the Peer Assistance and Review Panel for assistance and support. This assistance and support shall be designed to strengthen the Referred Participating Teacher's instructional skills, classroom management, knowledge of subject matter, and other aspects of his/her teaching performance identified and approved by the Peer Assistance and Review Panel competencies in the California Standards for the Teaching Profession.
  - b. The Peer Assistance and Review Panel shall assign Consulting Teacher(s) to Referred Participating Teachers. Additional Consulting Teachers may be assigned by the Peer Assistance and Review Panel at any time the panel determines a need for additional support exists.
  - c. Notwithstanding Article VIII of this contract, Referred Participating Teachers shall not be eligible for voluntary transfer or voluntary reassignment while they remain in the program.

#### 2. Volunteer Participating Teachers:

a. A Volunteer Participating Teacher is a teacher with permanent status whose most recent interim or final evaluation is satisfactory who seeks to improve his/her teaching performance and who volunteers to participate in the Peer Assistance and Review Program.

The Volunteer Participating Teacher, who is accepted into the program, shall be provided with peer assistance in those areas which are mutually agreed to by the site administrator. The Volunteer Participating Teacher
may terminate his/her participation in the Peer Assistance and Review Program at any time.

- b. A Volunteer Participating Teacher will be provided a may select his/her Consulting Teacher from a list of available Consulting Teachers provided by the Peer Assistance and Review Panel. Any changes in Consulting Teacher assignments after initial placement will choices have been made and approved need to be approved by the Peer Assistance and Review Panel.
- c. Volunteer Participating Teachers shall be involved only in the assistance component of this program. Evaluation shall be carried out by the supervising administrator.

#### 3. Beginning Participating Teachers:

- a. The New Teacher Project shall be the primary provider of assistance and support to Beginning Participating Teachers who possess either a preliminary or intern credential, a pre-intern certificate, or an emergency permit.
- b. The Assistant Director of Professional Development in collaboration with the New Teacher Project Coordinator may request from the Peer Assistance and Review Panel additional help and support for Beginning Participating Teachers from Consulting Teachers. This help and assistance may be individual support, staff development presentations, or other activities which contribute to the professional growth of Beginning Participating Teachers.
- c. Beginning Participating Teachers will only be involved with the peer assistance component of this program. Evaluation shall be carried out by the supervising administrator.

## E. **CONSULTING TEACHERS:**

- 1. A Consulting Teacher is a teacher who provides assistance to a Participating Teacher pursuant to the Peer Assistance and Review Program. The following qualifications are required of candidates making application for this position:
  - a. The Consulting Teacher shall be a credentialed teacher who has attained permanent status.
  - b. The Consulting Teacher shall have <u>substantial</u> recent experience in classroom instruction.

- c. The Consulting Teacher shall have demonstrated exemplary teaching ability characterized by effective communication skills, strong knowledge of subject matter, and a mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.
- 2. The application process for candidates for Consulting Teachers shall include:
  - a. Completed application form.
  - b. Statement by the current principal or immediate supervising administrator.
  - c. Statement by at least one other classroom teacher who is familiar with the classroom performance of the applicant. All applications and statements shall be treated with confidentiality.
  - d. All information about Consulting Teacher applications shall remain confidential.
- 3. Applications for Consulting Teachers shall be approved by a majority vote of the Peer Assistance and Review Panel upon completion of classroom observations.
- 4. The governing board may meet in closed session to consider the appointment of any nominee to be a Consulting Teacher. The governing board may gather information it deems necessary to evaluate nominees. The governing board may reject any nominations. The final designation of any person as a Consulting Teacher shall be by action of the governing board.
- 5. Multiple Celassroom observations will may be conducted by members of the Peer Assistance and Review Panel or a selection team appointed by the panel as part of the selection process for Consulting Teachers.
- 6. Initially, the term of the Consulting Teachers shall be for either one (1) year or two (2) years. Upon successful completion of the first year, the Consulting Teacher Teachers who accept initial assignments may be eligible for serve in this position for two (2) consecutive terms of two (2) three (3) years. each following the expiration of the initial term. After initial implementation, terms for Consulting Teachers shall be two (2) years in length and teachers shall not serve in this position for more than two (2) consecutive terms.
- 7. Consulting Teachers shall be provided release time for the purpose of observing Participating Teachers and meeting with them to plan and provide support and assistance.
- 8. Upon completion of each school year, the performance of the Consulting Teacher will be reviewed by the governing board. A Consulting Teacher assignment may be terminated if the Peer Assistance and Review Panel determines the Consulting Teacher has not performed his/her duties effectively. A Consulting Teacher not recommended to the Board shall be entitled to a conference with the chairperson of the Peer Assistance and Review Panel to be advised of the reasons and he/she

may attach a written response to the report which shall be sent to the governing board.

- a. The term of a Consulting Teacher may be renewed for a second consecutive **three (3)** <del>two (2)</del> year term. Renewal shall be initiated and conducted in the same manner as a new application for Consulting Teacher.
- b. If for any reason a Consulting Teacher is unable to complete the duties of the position, the Board of Education may select an alternate teacher from a list approved by the Peer Assistance and Review Panel.
- c. Consulting Teachers who voluntarily request an unpaid leave of absence for a semester or longer for other than health reasons shall be terminated as Consulting Teachers and must reapply for the position.
- 9. Responsibilities performed by Consulting Teachers pursuant to this Article shall constitute neither management nor supervisory functions. The Consulting Teachers shall retain all rights of bargaining unit members.

### F. PEER ASSISTANCE PROCESS:

- 1. The Referred Participating Teacher shall meet with his/her administrative evaluator according to the deadline dates established by Human Resource Services for the purpose of discussing the traditional evaluation policy, procedures, standards, and expectations. The Referred Participating Teacher and the administrative supervisor shall collaboratively develop written goals and objectives within the prescribed timelines.
- 2. Consulting Teachers may work individually with Referred Participating Teachers or as a part of a team of Consulting Teachers. Each Referred Participating Teacher shall receive not less than sixty (60) hours of assistance per year from the Consulting Teacher(s) assigned to work with him/her.

Consulting Teachers shall assist Referred Participating Teachers by demonstrating, modeling, observing, coaching, conferencing, and referring or by other activities which in the professional judgment of the Consulting Teacher would support the Referred Participating Teacher in strengthening his/her skills. A concerted effort shall be made to limit the number of Participating Teachers with whom a Consulting Teacher shall work to two (2) or fewer.

3. The Consulting Teacher shall meet with his/her assigned Referred Participating Teacher by the end of the fourth week of the school year. The purposes of this meeting shall be to discuss the Peer Assistance and Review Program, to establish mutually agreed upon performance goals, to begin developing the specific components of a written individualized assistance plan, and to agree to a process for determining the successful completion of the Peer Assistance and Review Program.

- 4. The Consulting Teacher shall conduct multiple observations of the classroom performance of the Referred Participating Teachers to whom he/she is assigned. The Consulting Teachers shall conduct pre and post-observation conferences with the Referred Participating Teachers.
- 5. The Consulting Teacher shall monitor the progress of the Referred Participating Teacher to whom he/she is assigned and shall provide written reports no less than once each school month to the Referred Participating Teacher for discussion and review and to the Peer Assistance and Review Panel for the purpose of keeping the Panel apprised of the Referred Participating Teacher's level of performance.
- 6. The Consulting Teacher shall continue to provide assistance to the Referred Participating Teacher until the Consulting Teacher and the supervising administrator determine the teaching performance of the Referred Participating Teacher is consistently satisfactory effective or further assistance will not result in satisfactory effective performance.
- 7. At least four weeks prior to the deadline date for the submission of the teacher's final evaluation, a copy of the Consulting Teacher's Summary Report shall be given to the Referred Participating Teacher, the supervising administrator, and the Peer Assistance and Review Panel. A copy bearing the signature of the Referred Participating Teacher indicating acknowledgment of receipt shall be retained in the site file.
- 8. The Referred Participating Teacher may request to appear before the Peer Assistance and Review Panel and to be represented in the meeting by an Association representative.
- 9. As indicated above, a copy of the Summary Report shall be placed in the personnel file of the Referred Participating Teacher, and the document may be reflected in the final evaluation of the Referred Participating Teacher.
- 10. Deadline dates for each step in the Peer Assistance and Review process shall be developed by Human Resource Services and agreed to by TALB and distributed to all sites at the beginning of the school year along with evaluation guidelines.

# G. ANNUAL STIPEND FOR CONSULTING TEACHERS:

- 1. Consulting Teachers shall be provided release time for all activities conducted during the school day related to Peer Assistance and Review. Peer Assistance and Review Consulting Teachers shall receive an annual stipend. This stipend shall not be counted as salary or wages for employer contributions or employee benefits under the State Teachers Retirement System/Public Employees Retirement System
- 2. The stipend shall be paid at the calendar quarter. Federal and State income taxes will be deducted from each stipend payment as required by law.
- 3. The annual stipend shall be prorated if the employee cannot or chooses not to complete the Consulting Teacher duties according to the Peer Assistance and Review Agreement.
- 4. The annual number of hours of service required of a Consulting Teacher outside the school day shall be one hundred twenty (120) sixty (60).

# H. CONTINUATION OF THE PEER ASSISTANCE AND REVIEW PROGRAM:

- 1. District participation shall be contingent upon receipt by the District of sufficient sums to which it is entitled to pay fully the cost of the program.
- 2. There will be no encroachment of the general fund of the District to fund the Peer Assistance and Review Program.

# **ARTICLE XII: Evaluation Procedure**

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**OBSERVATIONS.** Observations shall be both formal and informal. The number of formal observations shall routinely be three (3). With agreement of both evaluatee and evaluator the number may be reduced to two (2) or one (1) in cases of obviously satisfactory performance by permanent employees. Additional observations shall be conducted when deemed necessary by either the evaluatee or evaluator.

5. In the event of an unsatisfactory observation lesson analysis, the evaluatee may request an additional formal observation conducted jointly by the evaluator and another manager selected by the evaluatee from a list of up to five (5) managers selected by the District. The second manager will be credentialed/certified in the credential/subject/special services area of the evaluatee's assignment. In the event there are no managers with a similar credential available, the evaluatee shall select from a list of Long Beach Unified School District administrators who currently supervise teachers with the same credential or teaching assignment. The subsequent conference and lesson analysis shall be conducted/developed by both managers.

# H. EVALUATION.



A joint committee consisting of five (5) unit members appointed by TALB and five (5) administrators shall be convened to **develop revisions to evaluation forms for non**classroom based unit members (e.g. nurses, teacher librarians, teachers on Special Assignment), review and revise final evaluation forms to consider an overall rating, use of electronic forms/system, use of resource material, and develop an evaluation rating rubric. –and lesson analysis forms; the final evaluation forms shall conform to and reflect State Standards and the Lesson Analysis forms shall correlate to the final evaluation forms. The forms, if amended, shall be submitted to the bargaining teams for final negotiation. If meetings are scheduled during the work day the unit members shall be provided released time; if the meetings are scheduled for times after the work day the unit members shall be paid their regular hourly rate.

# Memorandum of Understanding Between The Long Beach Unified School District and The Teachers Association of Long Beach

The Teachers Association of Long Beach (TALB) and the Long Beach Unified School District (LBUSD) enter into this Memorandum of Understanding to establish a PE Accommodation Committee (Committee) as follows:

- 1. The Committee shall convene by April 2017 to identify and recommend key components to address the equipment/facilities needs that have changed due to new laws, new standards, and safety regulations impacting Physical Education.
- 2. The Committee will consist of four members appointed by TALB and four members appointed by the District.
- 3. The Committee will submit a report to the bargaining teams for the 2017-2018 negotiations.

For the LBUSD

For TALB

Date

Date

# Tentative Agreement Between The Long Beach Unified School District and the Teachers Association of Long Beach, CDC-Head Start March 23, 2017

# Article V: Days and Hours of Employment



- Head Start Program Teachers. The work year for Head Start teachers shall be one of the following:
  - b. Ten Eleven Month Assignment (217 Day Employees). Head Start teachers who have a ten eleven (10) (11) month assignment annually work one hundred eighty two (182) one hundred ninety eight (198) days. Salary payments to employees in a ten (10) eleven (11) month assignment are prorated over 10.4 11.25 pay periods.
- C. HOLIDAYS. The District agrees to grant all twelve (12) month and ten eleven (10) (11) month employees in paid status those legal and Board-designated holidays which occur during the specified traditional or year-round calendars.

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4. Ten Eleven (11) Ten (10) month employees shall be scheduled for recess periods during winter and spring in conformity with the K-12 school session calendar.

# I. DAYS AND HOURS ISSUES UNIQUE TO HEAD START:

1. The traditional work year for Head Start employees will be <del>182</del>-198 days.



2.

Full-time Head Start teachers are employed for eight (8) hours a day, including preparation time and breaks, exclusive of a thirty (30) minute duty-free lunch period. The teacher shall have a minimum of one hundred and fifty (150) minutes of program preparation per week as directed by the center manager.

- 3. Typically, Head Start teachers have one (1) student-free day per week. This day is used for home-visits, planning, preparation of materials, in-service, and other requirements of the Head Start program.
- 4. With the approval of the Head Teacher and the Head Start Director, teachers whose hours have been extended beyond an eight (8) hour workday normally will be scheduled for compensating time off on the next student-free day.

# **ARTICLE VI: Compensation**

# **APPENDIX B: Salaries**

2% increase to bargaining unit salary schedules, stipends, and rates of pay retroactive to July 1, 2016. An additional one time off schedule payment of 1% based on the unit members' earnings for the 2016-2017 fiscal year.

Memorandum of Understanding Between The Long Beach Unified School District and The Teachers Association of Long Beach

The Teachers Association of Long Beach (TALB) and the Long Beach Unified School District (LBUSD) enter into this Memorandum of Understanding to establish a 12 month assignment for EDUCARE and Early Head Start Teachers to be effective July 1, 2017:

# A. <u>EDUCARE and Early Head Start Program Teachers</u>. The work year for EDUCARE and Early Head Start teachers shall be the following:

**Twelve Month Assignment** (fiscal year July 1 to June 30 inclusive). EDUCARE and Early Head Start teachers who have a twelve (12) month assignment work two hundred forty-seven (247) days less thirteen (13) unpaid holidays. Teachers who have a twelve (12) month assignment also accrue twenty-one (21) vacation days during each fiscal year. Salary payments to employees in a twelve (12) month assignment are prorated over 13.0 pay periods.

# **<u>B.</u>** DAYS AND HOURS:

The traditional work year for EDUCARE and Early Head Start employees will be 247 days.

Full-time EDUCARE and Early Head Start teachers are employed for eight (8) hours a day, including preparation time and breaks, exclusive of a thirty (30) minute duty-free lunch period. The teacher shall have a minimum of one hundred and fifty (150) minutes of program preparation per week as directed by the center administrator.

With the approval of the center administrator, teachers whose hours have been extended beyond an eight (8) hour workday normally will be scheduled for compensating time off on the next student-free day.

Memorandum of Understanding Between The Long Beach Unified School District and The Teachers Association of Long Beach

The Teachers Association of Long Beach (TALB) and the Long Beach Unified School District (LBUSD) enter into this Memorandum of Understanding to establish a 12 month assignment for EDUCARE and Early Head Start Teachers to be effective September 1, 2016:

For the LBUSD

For TALB

Date

Date

1	AGREED A	ND RATIFIED
2 3	For the Teachers Association of	of Long Beach Negotiating Team:
4 5 6 7	Count. Hi Chief Negotiator	<u>Ckey 3/23/17</u> Date
8 9	District Re	presentative:
10 11 12 13	Chief Negotiator	<u> </u>
14 15	RAT	IFIED
16 17 18	For the Association:	For the District:
19 20 21	President, TALB	President, Board of Education
22 23 24 25	Date	Date
26 27 28 29	Superintendent of Schools and Secretary to the Board of Education	Date
30 31	BARGAI	NING TEAM
32 33 34 35 36 37 38 39 40 41 42 43 44 45 46	<u>TALB</u> Corrin Hickey – Negotiator Kevin Quinn Sybil Baldwin Mark Ennen Maria Garcia Gerard Morrison Christine Kelly Donna Gerren Maritza Summers Chris Callopy	District Steve Andelson, Negotiator David Zaid Claudia Sosa-Valderrama Ruth Ashley Susan Ginder Yumi Takahashi Jeff Wood Brian Moskovitz Cindy Young Elio Mendoza Kathleen Cruz Tiffany Brown

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# Tentative Agreement between Long Beach Unified School District and California School Employees Association and its Long Beach Chapter #2 Unit B April 11, 2017

The Long Beach Unified School District (District) and the California School Employees Association and its Long Beach Chapter #2 Unit B (CSEA) have completed negotiations for the 2016-2017 school year and agree to maintain the provisions of the current classified bargaining agreements for 2016-2017 except as follows:

# <u>Article V: Compensation</u> APPENDIX B Salaries and Allowances

#### Salary-2016-2017

2% increase to bargaining unit salary schedules, stipends, and rates of pay retroactive to July 1, 2016. An additional one time off schedule payment of 1% based on the unit members' earnings for the 2016-2017 fiscal year.

## A. PAY AND ALLOWANCES.

16. <u>Catalina Island Employees.</u> In QW 04 of each year, Catalina Island employees shall receive a travel expense allowance. For 2015-2016, the allowance is \$996, plus any negotiated percentage increase. Each year thereafter, the allowance will be adjusted by the same percentage as the salaries of Unit members. Employees who work and reside on Catalina Island shall receive a Branch Assignment Premium as provided in the salary schedule (CCR 571 (a).

Employees working less than full time and/or those working only a portion of the year shall receive a share of the travel expense allowance proportionate to the time worked.

Upon employee request, the District shall provide costs not to exceed two hundred fifty dollars (\$250) for moving possessions and an automobile to Catalina Island.

The District shall pay employee costs of routine transportation to and from inservice training meetings required by the District.

# B. HEALTH AND WELFARE BENEFITS,

**NOTE**: Tentative Agreement reached regarding Health Benefits and ratified by CSEA on 3/16/17 with the exception of the Blue Shield HMO prescription plan is being transitioned to a four (4) tier system.

# a. **HMO Health Plan.** Unlimited lifetime maximum. \$250/Individual, \$500/Family per year out-of-pocket limit

- (1) Physician Visit: \$10 co-pay effective 7/1/2017
- (2) Emergency Room: \$100 co-pay, effective 3/1/2013. The fee is waived if the person is admitted to the hospital.
- (3) Chiropractic Care (up to thirty [30] days per year): \$5 co-pay
- (4) Out-patient Mental Health: (fifty [50] visits per year): \$5 copay

<u>Prescription Plan</u>. Retail co-pay per thirty (30) day prescription: \$5 generic; \$10 formulary name brand; \$35 non-formulary. Mail order co-pay for a ninety (90) day prescription; \$5 generic; \$10 name brand formulary; \$35 non-formulary. Effective 1/1/2018, the Blue Shield HMO prescription plan is being transitioned to a four (4) tier system by the provider

- 1. Tier 1: \$5 Low Cost Medications: Includes some generics and inexpensive name brands.
- 2. Tier 2: \$10 Medium Cost Medications: Includes generics and name brand drugs.
- 3. Tier 3: \$35 High Cost Medications: Includes high cost name brand drugs
- 4. Tier 4: \$35 Highest Cost Medications: Includes primarily specialty drugs
- 10. Benefits of Retiring Employees. Effective upon ratification of this Agreement, employees (including reinstated employees and employees returning from a valid reemployment list) with seventeen (17) or more years of benefitted service in the Long Beach Unified School District when they retire at age fifty-five (55) or older shall be eligible to have District payment of insurance premiums for health and hospital insurance for themselves and their dependents. This premium payment will end when the retiree reaches age sixty-seven (67). Medicare coverage will be primary for those employees who are eligible; the District's plan will provide secondary or umbrella coverage over Medicare payments.

All retirees and their dependents eligible for Medicare Part A must be registered in the Medicare system in order to qualify for District-paid benefits. All retirees and their dependents must enroll in Medicare Part B. All retirees and their dependents must assign those Medicare Part A (if eligible) and Medicare Part B benefits to the District medical plan carrier they are using in order to qualify for District-paid benefits. This language does not change the years of service and age requirements for Unit members receiving District-paid health benefits upon retirement. Additional information is available from the Risk Management Branch.

Employees who retire from the District may remain in a District health and/or dental plan by paying personally the insurance premiums. There is no limit on age.

# **ARTICLE VIII: Leaves of Absence**

J. MATERNITY-PREGNANCY DISABILITY LEAVE. A leave of absence for maternity pregnancy disability shall be granted for the period of time that the employee is physically unable to perform the duties required of her position as certified by mutual agreement of her personal physician and the District-designated physician. Maternity Pregnancy disability leave is charged to sick leave balances; if all paid leaves are exhausted within the period of physical disability, the remaining time that the employee continues on maternity pregnancy disability leave shall be in a leave without pay status. Additional leave without pay may be granted prior to or following the period of physical disability.

The employee shall notify the division or office head of her pregnancy and furnish a doctor's statement which indicates the estimated date of confinement and certifies that the employee's condition permits continued performance of all duties related to her regular assignment. In the event that the employee appears to be unable to continue to perform all duties related to her regular assignment at any time prior to the defined period of disability, the immediate manager may request a review by the District-designated physician of the period of disability.

The usual period of confinement following the birth of a child is considered to be six (6) weeks. If the employee's condition varies from the usual in that she is able to resume performance of all duties related to her regular assignment at an earlier date or, if it is necessary to extend the leave beyond six (6) weeks, the employee shall present the District-designated physician or principal/division or office manager with a statement from her attending physician which describes her condition and the estimated length of absence. The employee must obtain and furnish appropriate forms completed by her physician, and deliver them to the District-designated physician or principal/division or office manager.

At least four (4) weeks prior to the estimated date of return to active employment, the employee shall notify the appropriate office manager. When the employee is cleared by her personal physician to return to work, she shall submit the required health form to the District-designated physician for review.

## K. ADOPTION OF A-CHILD PARENTAL LEAVE.

Effective January 1, 2017 as provided by Education Code section 45196.1, unit members shall be entitled to parental leave as set forth in this section.

- 1. <u>Adoption leave</u> is charged to sick leave balances; if current, accumulated, and statutory sick leave benefits are exhausted in the course of this leave, the remaining time that the employee continues on leave shall be in a leave without pay status.
- 2. <u>The Maximum Length</u>. The maximum length of an adoption leave shall be six (6) weeks in length. Except for extenuating circumstances, the six (6) weeks in length shall be consecutive. Adoption Leave shall be granted for the purpose of adopting a child under the age of eighteen (18). Employees may utilize the balance of their adoption leave upon placement of the child into the unit

member's home. If both parents are employees of the District, the maximum combined length remains six (6) weeks.

Following exhaustion of Adoption Leave, eligible employees may utilize up to twolve weeks of leave under the Family Medical Leave Act (FMLA) and/or California Family Rights Act (CFRA) (Article VIII. P.2.e.) to the extent allowed by law.

The utilization of Adoption Leave does not preclude unit members from taking other available leave for which they are eligible under this article

- In advance of the adoption, the employee shall-notify the appropriate manager of the anticipated beginning and ending dates of the absence.
- 4. <u>Following the adoption</u>, the employee shall provide to the appropriate manager written verification of significant dates in the adoption process.
- 1. <u>Definitions</u>. For purposes of this section, "parental leave" means leave for the purpose of bonding with the unit member's newborn child, or with a newly placed child in the unit member's household for adoption or foster care. Parental leave does not include leave taken for the employee's disability due to pregnancy, childbirth, or recovery therefrom (see Section J).
- 2. Eligibility. All full-time and part-time unit members who have been employed with the District for twelve (12) months are entitled to utilize parental leave. There is no threshold number of hours that part-time unit members, as well as full-time unit members, must work in order to be eligible for parental leave.
- 3. <u>Paid Leave</u>. Unit members are entitled to use available current and accumulated sick leave for parental leave, for up to 12 workweeks, if the employee chooses to do so. When the unit member elects to use paid parental leave, he or she must first use his or her regular accrued paid sick leave, and then, when this accrued leave is exhausted, the unit member is entitled to half pay for the remainder of the 12-week leave.
- 4. <u>Notice</u>. The unit member must give the District at least 30 days' advance written notice of his or her intention to use parental leave and the anticipated dates of the leave.
- 5. <u>Use of Leave</u>. Parental leave must be used within 12 months following the birth or placement of the child. Parental leave must be taken in increments of at least 2 weeks' duration; however, the unit member may take parental leave in increments of less than 2 weeks on up to two occasions.

Parental leave under this section runs concurrently with parental (child bonding) leave under the Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA).

The total amount of parental leave may not exceed 12 workweeks in any 12-month period.

When all paid leaves have been exhausted, the unit member may request unpaid leave as outlined in Section P of this article.

- L. **PERSONAL NECESSITY LEAVE.** Except as provided in Section B above, probationary and permanent employees may use up to, but not in excess of, seven (7) days of illness leave in any fiscal year in cases of personal necessity, as follows:
  - 1. <u>Death of a member of the immediate family</u> when additional leave is required beyond that provided in this Agreement. (See Section R for definition of immediate family.)
  - 2. <u>Accident, involving his/her person or property</u> or the person or property of a member of his/her immediate family. (See Section R for definition of immediate family.)
  - 3. <u>Appearance in court</u> or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.
  - 4. <u>Paternity</u>.

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- 5. <u>Illness in the immediate family of the employee</u>. (See Section R for definition of immediate family.)
- 6. <u>Protection of the employee's home</u> in the event of a catastrophe such as flood, fire, civil unrest, or earthquake.
- 7. <u>Compelling Personal Reasons</u>. Maximum of four (4) days per fiscal year; prior approval of the absence by the appropriate manager/supervisor normally required at least two (2) days prior to such leave, for business or other legal activity of serious and compelling personal importance, that cannot be conducted before or after the workday. The reason for this leave need not be disclosed by the employee. Leave for compelling personal reasons shall not be approved on days immediately before or immediately after a District calendared holiday unless the manager/supervisor determines that exceptional circumstances exist.

Leave shall be approved except when said leave would seriously interrupt the operation of the District.

# P. LEAVES OF ABSENCE WITHOUT PAY.

- 1. <u>Purposes for Leaves of Absence Without Pay</u>. Leaves of absence without pay for the following purposes may be granted by the Board of Education upon the recommendation of the Superintendent and in accordance with procedures established by the Superintendent:
  - a. Child Care (beyond parental leave as described in Section K)

b. Military Service (except to the extent paid leave is provided by law)

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- c. Rest and Recreation
- d. Rest and Recuperation
- e. Study
- f. Government Service (including, but not limited to, Peace Corps, Vista, elective office, etc.)
- g. Work in another school district one hundred fifty (150) miles or more from Long Beach
- h. Family Medical Leave Act (FMLA) and/or California Family Rights Act (CFRA)
- i. Other reasons which are deemed sufficient by the Board of Education.
- 2. <u>Conditions for Granting Leave</u>. Leave of absence without pay may be granted upon filing an application showing reasons, which are deemed sufficient, subject to the following conditions:
  - a. An employee who has been granted a leave for thirty (30) days or more shall complete one (1) year of service before a second leave will be granted, except as otherwise provided.
  - b. Leave of absence shall not be granted for more than twelve (12) consecutive calendar months, with the following exceptions:
    - (1) Leave of absence for military service shall be granted as provided in the <u>Education Code</u> and the <u>Military and Veterans</u> <u>Code</u>.
    - (2) Leave of absence for government service, as defined above, shall not exceed twenty-four (24) consecutive calendar months.
  - c. Leave of absence for child care may be granted immediately following maternity parental leave (Section K) for not to exceed one (1) year. The employee must notify the immediate supervisor and Human Resource Services at least thirty (30) days prior to the beginning date of the leave. In the event of adoption, a leave of absence for child care may be granted upon request as provided in this Section.
  - d. Leave of absence to work in another school district is limited to:
    - A school district outside a radius of one hundred fifty (150) miles from the LBUSD (as measured from central district offices);

- (2) Not more than one (1) year of leave for this purpose during a seven (7) year period.
- e. <u>Family Medical Leave</u>. Employees shall be granted leave under the Family Medical Leave Act (FMLA) and/or California Family Rights Act (CFRA) pursuant to Federal and State Statutes. When eligibility is due to the employee's health condition, such leaves will run concurrent with statutory leave at half pay status. When the leave is granted for other than the employee's own health condition, such leaves will be unpaid. This section does not supercede other provisions granted by this Agreement.
- 3. <u>Additional Leave</u>. An employee who has been granted a one (1) year leave of absence without pay may request one (1) additional consecutive year leave of absence for good and sufficient cause, provided that further absence does not harm or hinder the operation of the District. Return from leave under this provision shall be in accordance with Article VIII, Section P.4.
  - <u>Return From Leave</u>. Return from leave shall be subject to the following conditions:

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> a. An employee on leave must give notification in writing to Human Resource Services not less than thirty (30) days prior to the expiration of the leave that it is the intention of the employee to return to active service. If the leave is less than thirty (30) days, the employee must give notification in writing to Human Resource Services no later than one (1) day prior to his/her intention to return to service.

- b. Unless the permanent employee substituting for the absent employee gains more seniority, an employee will be assigned to the same position or a position in the same classification upon return to service following a leave of absence only if:
  - (1) Absent six (6) calendar months or less.
  - (2) Absent one (1) year or less on child care leave, granted in accordance with this Agreement.
  - (3) Absent for military or other government service.
  - (4) Absent on leave for rest and recuperation.

c. An employee returning from leave of absence who does not come within the above provisions will be assigned to a vacant position in the classification in which the employee holds status. If no such vacant position is available, the employee's name shall be placed on the reemployment list for the classification for a period of thirty-nine (39) months. He/she may return to a vacant position in a classification at the same or a lower salary level for which he/she is qualified.

# **ARTICLE IX: Transfers and Promotions**

## A. TRANSFERS.

1. An employee may be transferred to meet the needs of the District as determined by the District from one position to another position in the same classification at the discretion of the division head(s) where the positions are located. Transfers shall not be made for punitive reasons; it is agreed, however, that any grievance which alleges that a transfer was made for punitive reasons shall be excluded from binding arbitration.

As schools convert to year-round calendars, those employees who would prefer the traditional school-schedule are encouraged to submit requests to transfer to schools which have not yet converted to year-round.

2. Reasons for any transfer that is not voluntary shall be discussed with the employee by the appropriate division head at least ten (10) working days prior to the transfer, except in the case of extenuating circumstances. The employee will receive a written notice of involuntary transfer, which shall specify the needs of the District which require the transfer. Such notice shall be in writing on the appropriate form (Appendix I).

# **APPENDIX I**



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HUMAN RESOURCE SERVICES

1515 Hughes Way, Long Beach, California 90810 (562) 997-8204 ♦ Fax (562) 997-8298

Notification of Change of Work Hours and/or Work Location for Classified Employees Represented by CSEA

## Change of Work Hours

Each employee shall be assigned a fixed and regularly scheduled minimum number of work hours. The daily distribution of the hours and the starting and ending times may be adjusted by the district to reflect the needs of each work location. It is understood that no adjustment shall be made for the purpose of alleviating overtime or for punitive reasons. Except in an emergency, at least 10 (ten) days prior to any adjustment that results in a schedule change, the appropriate department head/site administrator or designee will meet with the employee(s) for the purpose of providing notice and discussing reasons for the schedule change. (Article VI, Section B, pg VI-2)

## □ Change of Work Location

Reasons for any transfer that is not voluntary shall be discussed with the employee by the appropriate division head at least ten (10) working days prior to the transfer, except in the case of extenuating circumstances. Transfers shall not be made for punitive reasons. The employee will receive a written notice of involuntary transfer, which shall specify the needs of the District which require the transfer. (Article IX, Section A, pg VI-2)

Employee/Name:	Title:		
Current Work Location:	New Work Location:		
Current Work Hours/Days:	New Work Hours/Days:		
Reason(s) for change			
Effective Date:			
Please complete the section below:			
I was informed of my change of work hours/location	on: (initials)		
I understand that my new work hours/location become effective on: (initials)			
I choose to waive my ten (10) days and request that my effective date be changed to rather			
the previous date of I am reques	sting days instead of the contractual ten (10) days.		
Employee Signature:	Date:		
Site Administrator/Designee:	Date:		
☐ Mailed on (Applicable to recess periods or extended absences)			
pc: Site File Personnel File			

## Technical Changes in Unit B LBUSD and CSEA

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#### ARTICLE III ASSOCIATION RIGHTS

#### 3. Personnel Commission

Personnel Commission Administrator to Executive Officer, Personnel Commission and Classified Employment

#### Article V COMPENSATION

A 3 <u>Payroll Errors</u> Payroll Director to Executive Director, Fiscal Services or designee

#### Article VII HOLIDAYS

**C** Except as described in the above paragraph, when (unbold w)

#### Article VIII LEAVES OF ABSENCE

- G 4. <u>Health Report Required at Any Time.</u> Assistant Superintendent, Human Resources Services to Deputy Superintendent, Human Resource Services
- G 6. <u>Health Report Required at Any Time.</u> Assistant Superintendent, Human Resources Services to Deputy Superintendent, Human Resource Services
- H. <u>REQUIRED HEALTH EXAMINATIONS.</u> Assistant Superintendent, Human Resources Services to Deputy Superintendent, Human Resource Services
- W3.d <u>GUIDELINES FOR DONOR PARTICIPANTS</u> Director of Payroll to Executive Director, Fiscal Services or designee
- W4.e <u>APPLICATION AND APPROVAL PROCESS FOR EXTENDED SICK LEAVE</u> Director of Payroll to Executive Director, Fiscal Services or designee
- W4.f <u>APPLICATION AND APPROVAL PROCESS FOR EXTENDED SICK LEAVE</u> Director of Payroll to Executive Director, Fiscal Services or designee
- W4.i Director of Payroll to Executive Director, Fiscal Services or designee

#### Article IX TRANSFERS AND PROMOTIONS

A.4 Personnel-Commission Administrator to Executive Officer, Personnel Commission and Classified Employment

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6. Director of Payroll to Executive Director, Fiscal Services or designee

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This tentative agreement is subject to ratification through the CSEA 610 policy and approval by the Board of Education.

Valeeta Pharr

Chapter #2 President 1AMARA0

Adrianne Rambo Unit A Vice-President

Dan Ewaskey Unit B Vice-President

d'Ann Madore Labor Relations Representative

FOR THE DISTRICT:

David/Zaid Director, Employee Relations

4.11.2017

Date

Date

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# Tentative Agreement between Long Beach Unified School District and California School Employees Association and its Long Beach Chapter #2 Unit A April 11, 2017

The Long Beach Unified School District (District) and the California School Employees Association and its Long Beach Chapter #2 Unit A (CSEA) have completed negotiations for the 2016-2017 school year and agree to maintain the provisions of the current classified bargaining agreements for 2016-2017 except as follows:

#### <u>Article V: Compensation</u> APPENDIX B Salaries and Allowances

## Salary-2016-2017

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2% increase to bargaining unit salary schedules, stipends, and rates of pay retroactive to July 1, 2016. An additional one time off schedule payment of 1% based on the unit members' earnings for the 2016-2017 fiscal year.

# A. PAY AND ALLOWANCES.

12. <u>Catalina Island Employees.</u> In QW 04 of each year, Catalina Island employees shall receive a travel expense allowance. For 2015-2016, the allowance is \$996, plus any negotiated percentage increase. Each year thereafter, the allowance will be adjusted by the same percentage as the salaries of Unit members. Employees who work and reside on Catalina Island shall receive a Branch Assignment Premium as provided in the salary schedule (CCR 571 (a).

Employees working less than full time and/or those working only a portion of the year shall receive a share of the travel expense allowance proportionate to the time worked.

Upon employee request, the District shall provide costs not to exceed two hundred fifty dollars (\$250) for moving possessions and an automobile to Catalina Island.

The District shall pay employee costs of routine transportation to and from inservice training meetings required by the District.

# B. HEALTH AND WELFARE BENEFITS.

**NOTE:** Tentative Agreement reached regarding Health Benefits and ratified by CSEA on 3/16/17 with the exception of the Blue Shield HMO prescription plan is being transitioned to a four (4) tier system.

# a. **HMO Health Plan.** Unlimited lifetime maximum. \$250/Individual, \$500/Family per year out-of-pocket limit

- (1) Physician Visit: \$10 co-pay effective 7/1/2017
- (2) Emergency Room: \$100 co-pay, effective 3/1/2013. The fee is waived if the person is admitted to the hospital.
- (3) Chiropractic Care (up to thirty [30] days per year): \$5 co-pay
- (4) Out-patient Mental Health: (fifty [50] visits per year): \$5 copay

<u>Prescription Plan</u>. Retail co-pay per thirty (30) day prescription: \$5 generic; \$10 formulary name brand; \$35 non-formulary. Mail order co-pay for a ninety (90) day prescription; \$5 generic; \$10 name brand formulary; \$35 non-formulary. Effective 1/1/2018, the Blue Shield HMO prescription plan is being transitioned to a four (4) tier system by the provider

- 1. Tier 1: \$5 Low Cost Medications: Includes some generics and inexpensive name brands.
- 2. Tier 2: \$10 Medium Cost Medications: Includes generics and name brand drugs.
- 3. Tier 3: \$35 High Cost Medications: Includes high cost name brand drugs
- 4. Tier 4: \$35 Highest Cost Medications: Includes primarily specialty drugs
- 10. Benefits of Retiring Employees. Effective upon ratification of this Agreement, employees (including reinstated employees and employees returning from a valid reemployment list) with fifteen (15) or more years of benefitted service in the Long Beach Unified School District when they retire at age fifty-five (55) or older shall be eligible to have District payment of insurance premiums for health and hospital insurance for themselves and their dependents. This premium payment will end when the retiree reaches age sixty-five (65). Medicare coverage will be primary for those employees who are eligible; the District's plan will provide secondary or umbrella coverage over Medicare payments.

All retirees and their dependents eligible for Medicare Part A must be registered in the Medicare system in order to qualify for District-paid benefits. All retirees and their dependents must enroll in Medicare Part B. All retirees and their dependents must assign those Medicare Part A (if eligible) and Medicare Part B benefits to the District medical plan carrier they are using in order to qualify for District-paid benefits. This language does not change the years of service and age requirements for Unit members receiving District-paid health benefits upon retirement. Additional information is available from the Risk Management Branch.

Employees who retire from the District may remain in a District health and/or dental plan by paying personally the insurance premiums. There is no limit on age.

# **ARTICLE VIII: Leaves of Absence**

J. MATERNITY PREGNANCY DISABILITY LEAVE. A leave of absence for maternity pregnancy disability shall be granted for the period of time that the employee is physically unable to perform the duties required of her position as certified by mutual agreement of her personal physician and the District-designated physician. Maternity Pregnancy disability leave is charged to sick leave balances; if all paid leaves are exhausted within the period of physical disability, the remaining time that the employee continues on maternity pregnancy disability leave shall be in a leave without pay status. Additional leave without pay may be granted prior to or following the period of physical disability.

The employee shall notify the division or office head of her pregnancy and furnish a doctor's statement which indicates the estimated date of confinement and certifies that the employee's condition permits continued performance of all duties related to her regular assignment. In the event that the employee appears to be unable to continue to perform all duties related to her regular assignment at any time prior to the defined period of disability, the immediate manager may request a review by the District-designated physician of the period of disability.

The usual period of confinement following the birth of a child is considered to be six (6) weeks. If the employee's condition varies from the usual in that she is able to resume performance of all duties related to her regular assignment at an earlier date or, if it is necessary to extend the leave beyond six (6) weeks, the employee shall present the District-designated physician or principal/division or office manager with a statement from her attending physician which describes her condition and the estimated length of absence. The employee must obtain and furnish appropriate forms completed by her physician, and deliver them to the District-designated physician or principal/division or office manager.

At least four (4) weeks prior to the estimated date of return to active employment, the employee shall notify the appropriate office manager. When the employee is cleared by her personal physician to return to work, she shall submit the required health form to the District-designated physician for review.

# K. ADOPTION-OF-A-CHILD PARENTAL LEAVE.

Effective January 1, 2017 as provided by Education Code section 45196.1, unit members shall be entitled to parental leave as set forth in this section.

- 1. <u>Adoption leave</u> is charged to sick leave balances; if current, accumulated, and statutory sick leave benefits are exhausted in the course of this leave, the remaining time-that the employee continues on leave shall be in a leave without pay status.
- <u>The Maximum Length</u>. The maximum length of an adoption leave shall be six

   (6) weeks in length. Except for extenuating circumstances, the six (6) weeks in length shall be consecutive. Adoption Leave shall be granted for the purpose of adopting a child under the age of eighteen (18). Employees may utilize the balance of their adoption leave upon-placement of the child-into the unit

member's home. If both parents are employees of the District, the maximum combined length remains six (6) weeks.

Following exhaustion of Adoption Leave, eligible employees may utilize up to twelve weeks of leave under the Family Medical Leave Act (FMLA) and/or California Family Rights Act (CFRA) (Article VIII. P.2.e.) to the extent allowed by law.

The utilization of Adoption Leave does not preclude unit members from taking other available leave for which they are eligible under this article

- 3. <u>In advance of the adoption</u>, the employee shall notify the appropriate manager of the anticipated beginning and ending dates of the absence.
- <u>Following the adoption</u>, the employee shall provide to the appropriate manager written verification of significant dates in the adoption process.
- 1. <u>Definitions</u>. For purposes of this section, "parental leave" means leave for the purpose of bonding with the unit member's newborn child, or with a newly placed child in the unit member's household for adoption or foster care. Parental leave does not include leave taken for the employee's disability due to pregnancy, childbirth, or recovery therefrom (see Section J).
- 2. Eligibility. All full-time and part-time unit members who have been employed with the District for twelve (12) months are entitled to utilize parental leave. There is no threshold number of hours that part-time unit members, as well as full-time unit members, must work in order to be eligible for parental leave.
- 3. <u>Paid Leave</u>. Unit members are entitled to use available current and accumulated sick leave for parental leave, for up to 12 workweeks, if the employee chooses to do so. When the unit member elects to use paid parental leave, he or she must first use his or her regular accrued paid sick leave, and then, when this accrued leave is exhausted, the unit member is entitled to half pay for the remainder of the 12-week leave.
- 4. <u>Notice</u>. The unit member must give the District at least 30 days' advance written notice of his or her intention to use parental leave and the anticipated dates of the leave.
- 5. <u>Use of Leave</u>. Parental leave must be used within 12 months following the birth or placement of the child. Parental leave must be taken in increments of at least 2 weeks' duration; however, the unit member may take parental leave in increments of less than 2 weeks on up to two occasions.

Parental leave under this section runs concurrently with parental (child bonding) leave under the Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA).

The total amount of parental leave may not exceed 12 workweeks in any 12-month period.

# When all paid leaves have been exhausted, the unit member may request unpaid leave as outlined in Section P of this article.

- L. **PERSONAL NECESSITY LEAVE.** Except as provided in Section B above, probationary and permanent employees may use up to, but not in excess of, seven (7) days of illness leave in any fiscal year in cases of personal necessity, as follows:
  - 1. **Death of a member of the immediate family** when additional leave is required beyond that provided in this Agreement. (See Section R for definition of immediate family.)
  - 2. <u>Accident, involving his/her person or property</u> or the person or property of a member of his/her immediate family. (See Section R for definition of immediate family.)
  - 3. <u>Appearance in court</u> or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.

# 4. Paternity.

- 5. <u>Illness in the immediate family of the employee</u>. (See Section R for definition of immediate family.)
- 6. <u>Protection of the employee's home</u> in the event of a catastrophe such as flood, fire, civil unrest, or earthquake.
- 7. <u>Compelling Personal Reasons</u>. Maximum of four (4) days per fiscal year; prior approval of the absence by the appropriate manager/supervisor normally required at least two (2) days prior to such leave, for business or other legal activity of serious and compelling personal importance, that cannot be conducted before or after the workday. The reason for this leave need not be disclosed by the employee. Leave for compelling personal reasons shall not be approved on days immediately before or immediately after a District calendared holiday unless the manager/supervisor determines that exceptional circumstances exist.

Leave shall be approved except when said leave would seriously interrupt the operation of the District.

# P. LEAVES OF ABSENCE WITHOUT PAY.

- 1. <u>Purposes for Leaves of Absence Without Pay</u>. Leaves of absence without pay for the following purposes may be granted by the Board of Education upon the recommendation of the Superintendent and in accordance with procedures established by the Superintendent:
  - a. Child Care (beyond parental leave as described in Section K)

b. Military Service (except to the extent paid leave is provided by law)

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- c. Rest and Recreation
- d. Rest and Recuperation
- e. Study
- f. Government Service (including, but not limited to, Peace Corps, Vista, elective office, etc.)
- g. Work in another school district one hundred fifty (150) miles or more from Long Beach
- h. Family Medical Leave Act (FMLA) and/or California Family Rights Act (CFRA)
- i. Other reasons which are deemed sufficient by the Board of Education.
- 2. <u>Conditions for Granting Leave</u>. Leave of absence without pay may be granted upon filing an application showing reasons, which are deemed sufficient, subject to the following conditions:
  - a. An employee who has been granted a leave for thirty (30) days or more shall complete one (1) year of service before a second leave will be granted, except as otherwise provided.
  - b. Leave of absence shall not be granted for more than twelve (12) consecutive calendar months, with the following exceptions:
    - (1) Leave of absence for military service shall be granted as provided in the <u>Education Code</u> and the <u>Military and Veterans</u> <u>Code</u>.
    - (2) Leave of absence for government service, as defined above, shall not exceed twenty-four (24) consecutive calendar months.
  - c. Leave of absence for child care may be granted immediately following maternity-parental leave (Section K) for not to exceed one (1) year. The employee must notify the immediate supervisor and Human Resource Services at least thirty (30) days prior to the beginning date of the leave. In the event of adoption, a leave of absence for child care may be granted upon request as provided in this Section.
  - d. Leave of absence to work in another school district is limited to:

- (1) A school district outside a radius of one hundred fifty (150) miles from the LBUSD (as measured from central district offices);
- (2) Not more than one (1) year of leave for this purpose during a seven (7) year period.
- e. <u>Family Medical Leave</u>. Employees shall be granted leave under the Family Medical Leave Act (FMLA) and/or California Family Rights Act (CFRA) pursuant to Federal and State Statutes. When eligibility is due to the employee's health condition, such leaves will run concurrent with statutory leave at half pay status. When the leave is granted for other than the employee's own health condition, such leaves will be unpaid. This section does not supercede other provisions granted by this Agreement.
- 3. <u>Additional Leave</u>. An employee who has been granted a one (1) year leave of absence without pay may request one (1) additional consecutive year leave of absence for good and sufficient cause, provided that further absence does not harm or hinder the operation of the District. Return from leave under this provision shall be in accordance with Article VIII, Section P.4.
  - **<u>Return From Leave</u>**. Return from leave shall be subject to the following conditions:

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a. An employee on leave must give notification in writing to Human Resource Services not less than thirty (30) days prior to the expiration of the leave that it is the intention of the employee to return to active service. If the leave is less than thirty (30) days, the employee must give notification in writing to Human Resource Services no later than one (1) day prior to his/her intention to return to service.

- b. Unless the permanent employee substituting for the absent employee gains more seniority, an employee will be assigned to the same position or a position in the same classification upon return to service following a leave of absence only if:
  - (1) Absent six (6) calendar months or less.
  - (2) Absent one (1) year or less on child care leave, granted in accordance with this Agreement.
  - (3) Absent for military or other government service.
  - (4) Absent on leave for rest and recuperation.

c. An employee returning from leave of absence who does not come within the above provisions will be assigned to a vacant position in the classification in which the employee holds status. If no such vacant position is available, the employee's name shall be placed on the reemployment list for the classification for a period of thirty-nine (39) months. He/she may return to a vacant position in a classification at the same or a lower salary level for which he/she is qualified.

# **ARTICLE IX:** Transfers and Promotions

# A. TRANSFERS.

1. An employee may be transferred to meet the needs of the District as determined by the District from one position to another position in the same classification at the discretion of the division head(s) where the positions are located. Transfers shall not be made for punitive reasons; it is agreed, however, that any grievance which alleges that a transfer was made for punitive reasons shall be excluded from binding arbitration.

As schools convert to year-round-calendars, those employees who would prefer the traditional school schedule are encouraged to submit requests to transfer to schools which have not yet converted to year round.

2. Reasons for any transfer that is not voluntary shall be discussed with the employee by the appropriate division head at least ten (10) working days prior to the transfer, except in the case of extenuating circumstances. The employee will receive a written notice of involuntary transfer, which shall specify the needs of the District which require the transfer. Such notice shall be in writing on the appropriate form (Appendix J).

# **APPENDIX J**



HUMAN RESOURCE SERVICES 1515 Hughes Way, Long Beach, California 90810 (562) 997-8204 + Fax (562) 997-8298

Notification of Change of Work Hours and/or Work Location for Classified Employees Represented by CSEA

# □ Change of Work Hours

Each employee shall be assigned a fixed and regularly scheduled minimum number of work hours. The daily distribution of the hours and the starting and ending times may be adjusted by the district to reflect the needs of each work location. It is understood that no adjustment shall be made for the purpose of alleviating overtime or for punitive reasons. Except in an emergency, at least 10 (ten) days prior to any adjustment that results in a schedule change, the appropriate department head/site administrator or designee will meet with the employee(s) for the purpose of providing notice and discussing reasons for the schedule change. (Article VI, Section B, pg VI-2)

## Change of Work Location

Reasons for any transfer that is not voluntary shall be discussed with the employee by the appropriate division head at least ten (10) working days prior to the transfer, except in the case of extenuating circumstances. Transfers shall not be made for punitive reasons. The employee will receive a written notice of involuntary transfer, which shall specify the needs of the District which require the transfer. (Article IX, Section A, pg VI-2)

Employee Name:	_ Title:		
Current Work Location:	New Work Location:		
Current Work Hours/Days:	New Work Hours/Days:		
Reason(s) for change			
Effective Date:			
Please complete the section below:			
I was informed of my change of work hours/location	n on: (initials)		
I understand that my new work hours/location beco	me effective on: (initials)		
I choose to waive my ten (10) days and request that my effective date be changed to ra			
the previous date of I am requesting days instead of the contractual ten			
Employee Signature:	Date:		
Site Administrator/Designee:	Date:		
□ Mailed on (Applicable to recess periods or extended absences)			
pc: Site File Personnel File	1_1		

### Technical Changes in Unit A LBUSD and CSEA

## **ARTICLE III ASSOCIATION RIGHTS**

#### 3. Personnel Commission

Personnel-Commission Administrator to Executive Officer, Personnel Commission and Classified Employment

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Chapter #2 President

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Augel Cu

Dan Ewaskey Unit B Vice-President

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d'Ann Madore Labor Relations Representative

FOR THE DISTRICT:

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David Zaid Director, Employee Relations

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<u>4/11/2017</u> Date

