

# RBTA—RBUSD Tentative Agreement

2021-22

## ARTICLE 4 – HOURS

4.1 Unit members' regularly assigned on-site duty hours shall be as follows:

TK-5 (or 6th grade where part of a K-6 school)	8:00 a.m. to 3:15 p.m.
6-12	7:40 a.m. to 3:03 p.m.
6- <del>8</del> 12 (Effective August 2022)	7:40 a.m. to 3:03 p.m.
<del>6</del> 9-12 (Effective August 2022)	<u>8:15 a.m. to 3:38 p.m.</u>

or equivalent on-site duty hours. The term "equivalent on-site duty hours" is limited to accommodating the district's exclusive discretion to schedule the beginning and ending of the instructional day at other times depending upon the needs or practices at an individual school site, provided that the district shall not alter the above starting and ending times by more than one-half hour each. Unit members are encouraged to remain for a sufficient period after the close of their assignment to attend to those matters, which properly require attention at the time.

Notwithstanding the foregoing, individual school sites may establish variable schedules subject to the following conditions:

- 1) Such schedules must provide the annual instructional minutes required to meet SB813 longer day/longer year requirements;
- 2) The schedule must be approved by a majority of the faculty at the school site and by the site administrator;
- 3) The schedule must be presented with rationale in support of the variation. The affected site representative(s) shall be provided an additional copy of the proposed schedule for forwarding to the RBTA office.
- 4) Implementation of the schedule is subject to final approval by district level administration, i.e., Superintendent or his/her designee;
- 5) Approval is valid for only one school year at a time;

~~6) In order to meet the challenges of both the Common Core Standards implementation and the integration of a broad range of emerging technologies into the classroom through Measure Q funds, RBTA and RBUSD have agreed to collaborate in the creation of a flexible, multi-faceted approach to professional development that honors the particular circumstances of individual schools, departments, grade levels and teachers.~~

- ~~• Not more than a total of eight days of the regularly scheduled early release days may be used for the purpose of engaging in collaborative activities that may focus on whole school and/or grade-level professional development at the elementary school level.~~

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~~Such activities will be developed and implemented by the site principal in consultation with school-site leadership teams elected pursuant to 3.1.6.3.~~

- ~~● Not more than a total of 50% of regularly scheduled early release days may be used for the purpose of engaging in activities focused on whole school, department and/or grade-level professional development at the middle school level. Such activities will be developed and implemented by the site principal in consultation with school-site leadership teams elected pursuant to 3.1.6.3.~~

7) **6)** Not more than a total of eight days of the regularly scheduled early release days may be used for the purpose of engaging in collaborative activities that may focus on whole school and/or grade-level professional development at the elementary school level. Such activities will be developed and implemented by the site principal in consultation with school-site leadership teams elected pursuant to 3.1.6.3.

8) **7)** Not more than a total of 50% of regularly scheduled early release days may be used for the purpose of engaging in activities focused on whole school, department and/or grade-level professional development at the middle school level. Such activities will be developed and implemented by the site principal in consultation with school-site leadership teams elected pursuant to 3.1.6.3.

### 4.3

Unit members contracted to work in other assignments shall work eight (8) hours per day unless otherwise specified herein or in their annual employment contract.

Nurses, counselors, and speech and language therapists ~~educational advisers~~ shall be assigned to the classroom teacher workday. Home teachers' assignments are hourly as needed.

The work-day of transition teachers may vary, but must commence no earlier than 7:45 A.M.; may not exceed eight (8) hours and must include a minimum duty-free lunch period of thirty (30) minutes. Traveling teachers shall work the same hours as regular teachers unless the traveling teacher is a part-time teacher, or by mutual written agreement has accepted a part-time assignment.

Traveling teachers shall be required to attend staff meetings at only one school and shall not be required to fulfill adjunct or extra duties at more than one school.

No unit member shall be required to work a split shift unless by mutual written cons

- 4.4.3.** Fall parent/teacher conferences are mandatory. Spring parent/teacher conferences shall be scheduled at the discretion of the teacher unless the

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student is in danger of receiving a “D” or “F”, or its equivalent in elementary school, or if a parent requests such a conference. Conferences may be held virtually at the request of parent or guardian.

~~4.9-4.9.4 Eliminated~~

### ARTICLE 6 – CLASS SIZE

**6.1.1** All other average class sizes will be maintained at no greater than 30. Additionally, the District recognizes its obligation not to exceed enrollment of 27 for grades TK-3 and 35 for grades 4-12 (except for such traditional large group classes for which a stipend is paid; e.g. ASB, band, orchestra, yearbook, journalism, visual and performing arts, vocal music, etc.) for a period of ~~three~~ 15 consecutive ~~weeks~~ work days following the start of each semester/trimester or seven consecutive working days during the school year. For the purposes of this Article, teaching assistants assigned to sections shall not be included in the calculation of class size. The class size maximum for physical education classes (excluding athletic teams) shall be 50. The District also affirms that the adherence to these limits is both desirable and preferable. Recognizing that circumstances beyond the District’s control can result in the enrollment of students that cause the enrollment of a given class to exceed these limits and terms; after consulting with the department chair or an RBTA Executive Board member, the District will adhere to the following guidelines:

### ARTICLE 7 - SALARY

#### 7.1

All certificated bargaining unit salary schedules shall be increased by ~~1.25~~ 4% effective July 1, ~~2019~~ 2021. ~~All certificated bargaining unit members will also receive a one-time, off-schedule payment of 0.25% of salary earned in 2019-20 to be paid no later than May 22, 2020.~~

#### 7.8 Placement

##### 7.8.1 Units

(A) All column headings indicate requirements in semester units. "Semester Unit" means one semester hour of upper division graduate level work from an accredited institution. Transcripts indicating quarter-unit work will be evaluated in semester-unit equivalents, with one quarter unit equaling 2/3 semester units. In the case of initial placement, approval of such units shall be within the discretion of the district.

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(B) Credit for courses which are not taken at an accredited institution and/or which are not upper division or graduate level work may be given ONLY when advance approval of such courses and/or institutions is obtained from the unit member's immediate supervisor and the superintendent or his/her designee.

(C) A salary schedule adjustment will be effective and paid on the first of the following month when an Application for Unit Credit for Salary Schedule Placement has been submitted and approved prior to the 15<sup>th</sup> of the month. If submitted or approved after the 15<sup>th</sup>, the adjustment will be effective on the 1<sup>st</sup> of the following month and paid the next proceeding month.

### **7.15.3**

~~Any counselor or Educational Advisor assigned counseling responsibilities of a seventh hour for a semester or the remainder thereof, shall receive sixteen and two thirds percent (16.67%) of his/her annual pay prorated.~~

### **7.18 Teachers of Combination Classes**

Teachers of Combination Classes During the period that a TK-5 teacher is actually assigned to teach a combination class, such a teacher shall be paid a stipend pursuant to the schedule attached as Appendix C. Where possible, this duty shall be rotated amongst the teachers at a site each year based on district seniority (within impacted grade levels). For purposes of this section, a combination class exists where students from two or more grades in Transitional Kindergarten through sixth fifth have been combined into one class. The provision for a stipend does not apply to special education classes or situations created by team teaching.

### **7.19**

Participation in overnight programs is voluntary. Members of the RBTA Bargaining Unit participating in academic overnight programs not associated with programs, activities or duties for which a stipend is already paid shall receive a stipend according to the following guidelines:

1-2 Nights \$300

2 Nights \$400

3+ Nights ~~\$400~~ \$500

4+ Nights \$600

### **7.21**

Unit members who do not receive a stipend and mutually agree with their supervisor to work at events beyond the contractual work day shall be paid at the extra duty rate.

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## Stipend Table

Add

CJSF Advisor – \$600/Per year

CSF Advisor – \$300/Per year

## ARTICLE 8 - HEALTH AND WELFARE

### 8.1

~~Effective October 1, 2008,~~ The employee shall make the contributions tenthly toward the payment of premiums for eligible unit members as indicated in Appendix E. The District will continue to make the contributions as provided in Appendix E for unit members' health and welfare benefits. For the ~~2020-21~~ 2021-22 school year, the District shall pay ~~100~~ 0% (zero percent) of all increases to health care premiums, with the District-paid portion for major medical capped at the rate of the medical plan that enrolled the largest number of District employees in the immediately preceding year.

## ARTICLE 9 - EVALUATION PROCEDURES

### 9.2.5 Final Reflection

Not later than ~~the sixty (60)~~ forty-five (45) days before the last school day of the school year in which the evaluation takes place, the unit member shall complete and submit the Tier I Final Reflection document to the evaluator.

## ARTICLE 10 – LEAVES

### 10.13.3 Amount of Leave

Eligible unit members are entitled to a total of twelve (12) workweeks of leave during any twelve (12) month period. A member's entitlement to leave for the birth or placement of a child for adoption or foster care expires twelve (12) months after the birth or placement. The twelve-month period for calculating leave entitlement will be a "rolling period" measured forward from the date leave is taken and continues with each additional leave day taken. A member's request for leave of less than two weeks' duration will not be granted absent medical certification that such leave is medically necessary. If the ~~District employs both~~ parents are district employees, each unit member (parent) is entitled to a total of twelve (12) workweeks of leave ~~their aggregate leaves for birth, adoption, or foster care placement shall not exceed 12 workweeks in one~~ (1) twelve-month period.

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### ~~10.13.5 Language Deleted~~

#### 10.14 Job Sharing

- 10.14.1 The District may authorize teams of two permanent unit members to share a full-time teaching assignment. The team may include certificated unit members who are currently, or, as of the effective date of the job share, will be, permanent.
- 10.14.2 Shared teaching assignments shall refer to two (2) unit members sharing one (1) full-time ~~position~~ equivalent (FTE) position. The seniority of this position shall be defined as the seniority of the least senior member of the job share. Job sharing may occur involving proportionate teaching responsibilities in amounts of other than 50/50%. Upon the termination of the shared assignment, the unit members shall be returned to the proportion of a full-time equivalent (1.0 FTE) assignment, or a higher proportion if mutually agreed upon by the unit member and the District, held prior to the job share.
- 10.14.3 Shared teaching assignments will be filled only by permanent unit members who have jointly agreed to work together and who have submitted a written proposal for shared teaching to the site Principal(s). The proposal must be submitted on a form developed by the District in direct consultation with the Association. The proposal must be received on or before ~~March 31~~ April 15 of each school year prior to the year in which the shared teaching assignment is being requested.
- 10.14.3.1 The Principal, in reaching a decision on a job share proposal, shall consider the needs of the students and the site, as well as the demonstrated strengths of the team members submitting the proposal. Before denying a job share proposal the principal shall consult with the Assistant Superintendent of Human Resources. Both unit members shall be notified of the decision on their proposal in writing by ~~April 30~~ May 15 and have the right to appeal a denial to both the Association and the Assistant Superintendent of Human Resources. The Association reserves the right to appeal a denial directly to the Board of Education.
- 10.14.3.2 In the event that one of the two unit members on an approved job-share leave resigns from the District after the beginning of the school year, the District will honor the job-share leave application of the remaining member by temporarily filling the vacancy created by the resigning member through the end of that school

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year only, unless the remaining unit member wishes to fill the full-time position.

- 10.14.4 Both unit members are required to work all pre and post service days required of full-time teachers, back to school night, and open house on the dates established by the District. Parent conferences and faculty meetings during the school year will be proportionately divided between both unit members. Both members shall teach the full week on the first week of school and both shall work the last two contract days of the school year. The two teachers, subject to the approval of the principal, will divide other responsibilities associated with the teaching assignment that occur outside of the regular workday and submit their plan in writing to the principal.
- 10.14.5 Both members of the team will be responsible for sharing all information pertaining to their mutual assignment, including information from staff meetings and in-services. For any trainings that require both members to be present, the non-scheduled unit member shall be compensated at their professional rate.
- 10.14.6 Upon reasonable notice to the job sharing team, the principal may require up to two (2) additional days of service other than the days specified in this article from each team member to be paid at the member's individual daily rates.
- 10.14.7 Both unit members must meet with the principal ~~prior to~~ between June 1 and the last contractual day to review the responsibilities of the assignment, and again prior to the end of the first student day full week of instruction to establish and approve the exact working days and receive directions regarding attendance at staff and team meetings. ~~The working calendar must be approved by the principal prior to the first student day.~~
- 10.14.8 Both unit members will receive salary proportionate to their annual salary equivalent to the percentage of the job share.
- 10.14.8.1 Unit members participating in a shared teaching assignment shall not receive credit on the salary schedule unless and until they have completed seventy-five percent (75%) of the total days of a school year.
- 10.14.9 Independent of the job share, ~~B~~both unit members will maintain their place on the Employer's school district's seniority list.
- 10.14.10 Both unit members in the shared teaching assignment shall receive an amount proportionate to the current benefits package equivalent to the percentage of

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the job share. Additionally, job share partners shall have the right to determine the allocation of their shared benefit package not to exceed 100%.

10.14.11 The District reserves the right to review the effectiveness of the shared positions, and to determine whether or not to continue them on a year-to-year basis. A unit member on a shared teaching assignment must notify the District by ~~March 31~~ April 15 in writing if he or she wishes to reapply for a similar shared teaching assignment for the upcoming school year. The Principal will notify the unit members of the decision on their renewal request in writing by ~~April 30~~ May 15. Before denying a job share renewal the principal shall consult with the Assistant Superintendent of Human Resources. Unit members have the right to appeal a denial to both the Association and the Assistant Superintendent of Human Resources. The Association reserves the right to appeal a denial directly to the Board of Education.

10.14.12 In the event a unit member on a shared assignment is absent for service, the shared assignment partner may switch days worked with the absent partner. If that is not agreeable to the partner, then the shared assignment partner may provide substitute service at the substitute teacher daily rate.

10.14.13 Unit members who have previously received permanent status in the District, resigned their position with the District, and subsequent to the resignation are rehired within thirty-nine months, shall be eligible to be considered for participation in the job sharing section of the collective bargaining agreement.

### ARTICLE 19 – SPECIAL EDUCATION

#### 19.2

~~Beginning in the 2017-18 school year, RBUSD and RBTA will collaborate on a joint Task Force focusing on the following: transition to the collaborative model whereby special education students will be included in general education classrooms; implementation of the multi-tiered system of support (MTSS); issues related to IEP scheduling. The Task Force will meet every other month until June 30, 2019, at which time it will sunset. The Task Force will consist of five unit members selected by RBTA, the Executive Director of Special Education and at least one but not more than three school site administrators. Prior to June 30 of each year, the Task Force will present its findings and recommendations to the School Board and District Leadership.~~

Beginning the 2021-22 school-year, RBUSD and RBTA will collaborate on a joint Task-Force focusing on the following:

- Feedback and recommendations in regards to:



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- placement of students in co-teach classes, (i.e. students with IEPs, 504s, & EL students)
- guidance for co-teach assignments and partners
- input on a co-teach three-year plan
- efficacy of program
- professional development and training to support co-teach

The Task-Force will meet every other month until June 30, 2022, at which time it will sunset. The Task Force will consist of six unit members that include a counselor, general education teacher, special education teacher and co-teachers selected by RBTA, the Executive Directors of Special Education and Educational Services, a Program Specialist, and at least one but not more than three school site administrators. Prior to June 30, 2022, the Task Force will present its findings and recommendations to the Superintendent, School Board and District Leadership.


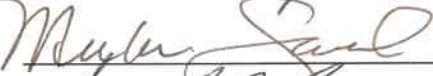


**19.3.9**

Secondary special education teachers will receive one (1) half-day per quarter and elementary special education teachers will receive one (1) half-day per trimester to address needs of students on their caseload. The half-day must be taken on site and requested at least two-days in advance on a mutually agreed upon date with the site administrator.


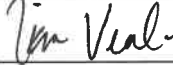
**2021-22 Calendar**


(Attached)

**For RBTA:**

  
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**For RBUSD:**

 - Nicole Wesley 7/19/2021  
 - Lisa Veal 7/19/2021  
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 7/19/21  
7/19/21