

# **AGREEMENT**

**Between**

**Redondo Beach Unified School District**

**and the**

**Redondo Beach Teachers Association**

**an affiliate of**

**South Bay United Teachers,**

**California Teachers Association,**

**and the**

**National Education Association**

**July 1, 2007 thru June 30, 2010**

**(Updated January 22, 2009)**

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**AMENDMENT TO AGREEMENT BETWEEN  
REDONDO BEACH UNIFIED SCHOOL DISTRICT  
AND  
REDONDO BEACH TEACHERS ASSOCIATION**

The Redondo Beach Unified School District ("District") and the Redondo Beach Teachers' Association ("Association"), having met and negotiated in good faith, hereby agree to a successor collectively negotiated agreement as follows:

1. Preamble and Term of Agreement:

This is a successor agreement negotiated between the Redondo Beach Unified School District and the Redondo Beach Teachers Association, an affiliate of South Bay United Teachers, the California Teachers Association, and the National Education Association. Except where specifically provided otherwise, this agreement is effective July 1, 2007, and shall remain in full force and effect up to and including June 30, 2010, and from year-to-year thereafter unless modified by the parties as hereafter provided: No sooner than May 1, 2008 and no later than June 30, 2008 or June 30 of any successive year, the party wishing to reopen the agreement to modify or amend it shall submit in writing to the other party its request to do so, accompanied by its initial proposal(s). Meeting and negotiating in conjunction with such proposals as well as appropriate counter proposals shall commence no later than the date stated in the Government Code. The reopeners for 2008-2009 and 2009-2010 shall be salary, benefits, up to two (2) other articles per year per party, and any other articles mutually agreed to by the parties.

## ARTICLE 1 - RECOGNITION

- 1.1 Exclusive Bargaining Agent
  - 1.1.1 The Redondo Beach Unified School District ("District") voluntarily recognizes the Redondo Beach Teachers Association ("Association") as the exclusive representative for an appropriate unit of employees described below for purposes of meeting and negotiating with the District:
  - 1.1.2 The appropriate unit is described as follows: including classroom teachers; special education teachers; special day class teacher; resource specialist teacher; program specialist; reading specialist; math specialist; resource teacher; librarian; SI/technology coordinator; P.E. specialist; music teacher (instrumental/general); art specialist; GATE teacher; psychologist; home teacher; counselor; educational advisor; nurse; all regular permanent, probationary and temporary certificated employees assigned to teach summer school, adult school or other extra pay assignment; part-time regular employees serving more than one-fourth of a full-time unit member in a comparable position; teachers on District approved leave of absence.
  - 1.1.3 The unit shall exclude all other positions not specifically enumerated above including, but not limited to, all employees designated as management, supervisory and/or confidential employees, all casual employees, all classified employees, all daily substitute teachers; part-time irregular employees; part-time regular employees serving one-fourth or less of a full-time unit member in a comparable position; all adult school employees not described above; all fixed-term contract employees employed for less than one (1) semester; children's center teacher; without limiting the generality of the foregoing exclusion of management, supervisory and/or confidential employees, superintendent, assistant superintendent(s), director(s), principal(s), vice-principal(s).
  - 1.1.4 Only those adult school teachers who are also employed by the District as permanent or probationary teachers, full or part-time, or as certificated pupil-service personnel are deemed to be included within the appropriate bargaining unit. Adult school teachers who are not otherwise employed by the District in a certificated position are specifically excluded.
  - 1.1.5 The parties agree that the unit is appropriate and that they will not seek clarification of the unit either as to the specific exclusions or the enumerated inclusions.
- 1.2 The Association, in turn, recognizes the Board of Trustees of the District as the duly elected representatives of the people and agrees to negotiate exclusively with this Board or its designated agents through the provisions of Government Code Sections 3540-3549. The Association further agrees that it, its members and agents, shall not attempt to negotiate privately or individually with any Board member.
- 1.3 New certificated classifications created by the District and/or positions added to the designated classes of this recognition agreement shall be subject to negotiations between the District and the Association for inclusion in the bargaining unit. Disputed interpretations shall be subject to resolution through the Public Employment Relations Board ("PERB") and not subject to the grievance procedure contained in this agreement.

## ARTICLE 2 - DISTRICT RIGHTS

2.1 The exercise of the following powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith, shall be limited only the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law including but not limited to the exclusive right to determine:

2.1.1 The financial structure of the District, including sources of income, taxes and debt, investment policies, fiscal and budget control policies and procedures, budgetary allocations, and expenditures apart from those expressly allocated to fund the wages, benefits or other obligations of this Agreement;

2.1.2 The acquisition, disposition, and utilization of all District properties;

2.1.3 All services to be rendered to the public including types and numbers of personnel, facilities, vendors, supplies, materials, vehicles, equipment and tools to be used in connection with such services, the lawful subcontracting of services to be rendered and functions to be performed;

2.1.4 The utilization of personnel not covered by this Agreement, including substitutes, provisional personnel, consultants and supervisory or managerial personnel, and the methods of selection and assignment and compensation of such personnel;

2.1.5 The right to select, classify, assign, direct, promote, compensate, demote, lay off, discipline and dismiss all personnel of the District except as set forth in this Agreement;

2.1.6 The dates, times and hours of operation of District facilities and activities;

2.1.7 The safety and security measures for students, the public, properties, facilities, vehicles, materials, supplies, and equipment; and

2.1.8 The rules, regulations and policies for students and the public.

2.2 It is not the intention of the parties, in setting forth the above-mentioned rights of management, to detract or diminish in any way the rights of RBTA or of unit employees as expressly set forth elsewhere in this Agreement. It is the parties' intention that the clear and explicit provisions of the other Articles of this Agreement constitute the only contractual limitation upon the District's rights.

2.3 It is agreed that the contractual rights of the Association and of unit members are set forth in the other Articles of this Agreement and that this Article is not a source of such rights. Accordingly, any dispute arising out of or in any way connected with either the existence of or the exercise of any of the above-described rights of the District, or arising out of or in any way connected with the effects of the exercise of such rights, is not subject to the grievance provisions set forth in Article 13, unless the grievance in question is an allegation that the District has violated an express provision of some other Article of this Agreement, which Article is itself subject to arbitration.

2.4 The failure of the District to exercise any right reserved to it shall not be deemed a waiver of such rights.

2.5 The District retains its right to amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency; limited however to the actual duration of the emergency.

## ARTICLE 3 - ASSOCIATION RIGHTS

- 3.1 The Association through its designated officers, professional staff and faculty representatives shall be entitled to the following privileges:
- 3.1.1 Distribution of Association communications through the use of interoffice mail, intra-district mail, school mailboxes, school e-mail, school voicemail (where available), and bulletin boards. All such materials shall be clearly identified with the Association's name and author's full name.
    - 3.1.1.1 The Association shall have the right to post notices with an appropriate Association identification, regarding activities and matters of Association concern on designated bulletin boards, at least one of which shall be provided in each school building in areas frequented by teachers.
    - 3.1.1.2 The Association will not post or distribute information which is knowingly false or defamatory. Such postings shall be subject to immediate removal by management.
  - 3.1.2 Opportunity to announce building meetings of Association membership and matters under consideration at regularly scheduled faculty meetings.
  - 3.1.3 The Association and its members shall have the right to use school buildings and facilities for Association activities only outside established work hours except: (a) when an authorized Association representative secures advance permission from the Superintendent or his/her designee for use of school facilities within established work hours; (b) when the Association activities do not interfere with the school program or duties of unit members; (c) when Association activities do not interfere with the rights of employees to refrain from listening to or speaking with Association representatives.
  - 3.1.4 Access to unit members at their places of assignment, when such access will not interfere with assigned duties of the unit members.
  - 3.1.5 The Association may provide for the President of the Association and for the designated chairperson of the Association Grievance Committee a telephone in their assigned work station for their exclusive use in carrying out Association responsibilities.
  - 3.1.6 Association members shall be provided the opportunity to serve on all District committees and the Association shall choose any and all bargaining unit member representatives on these committees. Unit members serving on curriculum committees shall comprise a majority. Unit members shall be granted release time during their workday at no loss of pay or benefits to fulfill the obligations of their appointment.
    - 3.1.6.1 Association members shall be provided the opportunity to serve on all District interview panels and the Association shall choose any and all bargaining unit member representatives on these interview panels. Unit members shall be granted release time during their workday at no loss of pay or benefits to fulfill the obligations of their appointment.
    - 3.1.6.2 All Professional Development activities shall be determined by, developed, and implemented through a Professional Development Committee (PDC). The Assistant Superintendent of Instructional Services and a representative selected by the Association shall mutually agree upon the composition and grade level of the committee members. Bargaining unit members serving on the PDC shall be appointed by the Association and shall comprise the majority of the members of the PDC. Release time during the regular workday shall be provided at no loss of pay or benefits. When PDC meetings are held outside the regular workday, unit

members serving on the PDC shall be paid the curriculum hourly rate of pay identified in Appendix C.

**3.1.6.3** Association representatives at each site shall hold an election or select members for site committees such as (but not limited to) modernization, leadership team, and school site councils.

**3.2** The District will distribute the District Directory, one copy to each unit member and one copy to the Association, as soon as possible after its compilation during each school year. The Directory shall contain the unit members' names, resident addresses and resident telephone numbers (where unit members consent to the listing of their resident addresses and telephone numbers) and the addresses and telephone numbers of the Association and its major officers. The Association shall be notified of any changes in the listings no later than ten (10) days following District notification of such changes.

**3.2.1** The District shall provide the Association Leadership upon request a current list of district cellular telephone numbers and to whom each number is assigned.

**3.2.2** The District shall provide the Association Leadership upon request a current list of direct extensions for the administrators assigned to the district office.

**3.3** The District will furnish the Association and its designated representative one set of current Board Policies and Administrative Regulations. A copy of all new Board Policies and Administrative Regulations shall be provided to the Association.

**3.3.1** The District shall post the current Collective Bargaining Agreement on the District web page within thirty (30) work days of the contract being ratified and edited by the Association. Individual unit members, upon request, shall be provided with a hard copy.

**3.3.1.1** The District shall provide the Association upon request an updated electronic copy of the current Collective Bargaining Agreement.

**3.3.2** The District shall provide the Association with two (2) hard copies of all Board agendas, including any and all back-up information accompanying each agenda.

**3.4** Upon request, the District will furnish to the Association non-confidential information relating to the employer-employee relations, salaries, budget, District finance and other available and appropriate non-confidential information that is necessary to the Association in fulfilling its role as the exclusive bargaining agent.

**3.4.1** The District shall provide the Association upon request a list of all bargaining unit members approved for any type of leave as well as a list of all bargaining unit members hired on a temporary contract for the same.

**3.4.1.1** The District shall provide the Association upon request a list of all bargaining unit members in temporary assignments, including name, position, worksite, and length of contract.

### **3.5 Association Release Time**

The Association Leadership and/or designee shall have up to a total of twenty-five (25) days per year of leave, at no loss of pay or benefits, to conduct pertinent Association business at the discretion of the Association. In addition, the Association shall receive a total of 20% FTE release time to be assigned on an annual basis at the discretion of the Association.

### **3.6 Payroll Deductions**

**3.6.1** Only unit members who are members of the Association, or who have applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues and initiation

fees in the Association. Such authorization shall continue in effect from year to year unless revoked in writing by the employee between June 1 and September 1 of any year. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

**3.6.2** With respect to all sums deducted by the District pursuant to authorization of the unit member, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit members and amounts withheld for whom such deductions have been made and indicating any changes in personnel from the list previously furnished. Any changes in dues deduction or deductions for Association-related benefits shall be made only through the Association office by written authorization.

**3.7** The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

### **3.8 Representation Fee**

#### **3.8.1 Employee Rights**

The District and the Association recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join and participate in employee organizations. Neither party shall discriminate against an employee in the exercise of these alternative rights.

**3.8.2** Accordingly, membership in the Association shall not be compulsory. A unit member has the right to choose, either: to become a member of the Association; or, to pay to the Association a fee for representation services; or, to refrain from either of the above courses of action upon the grounds set forth in Section 3.8.6 below.

#### **3.8.3 Unit Members' Obligation to Exclusive Representation**

A bargaining unit member who does not fall within one of the exempted categories as set forth in Section 3.8.6 below, and who has not voluntarily made application for membership in the Association within the sixtieth (60<sup>th</sup>) day following the date upon which said employee has been formally hired by the District as a bargaining unit employee, must as a condition of employment in the District pay annually to the Association a representation fee, in exchange for representation services necessarily performed by the Association in conformance with its legally imposed duty of fair representation on behalf of said unit member who is not a member of the Association. The District shall provide the Association upon request a current list of the names of all bargaining unit personnel.

#### **3.8.4 Definition of Representation Fee**

The Representation Fee collected from non-Association unit members pursuant to Section 3.8.3 above shall not exceed an amount equal to the Association's (RBTA/*SBUT*/CTA/NEA) annual dues for representing such unit members.

#### **3.8.5 Prorated Representation Fee**

Bargaining unit members hired during the school year shall pay a prorated representation fee. Such pro rata share shall be based upon the number of days of actual scheduled service for a school year as compared with the number of days available for full-time employment in the school year. Any fraction of a month shall be counted as a full month. Part-time, non-exempt bargaining unit members shall pay a prorated representation fee on the basis of said employee's annual salary as compared with the same annual salary for a comparable full-time employee. Upon request the

District shall provide the Association with the names of all bargaining unit personnel hired after September 30 of each school year.

### **3.8.6 Employees Exempted From Obligation To Pay Association**

No unit member shall be required to join the Association or to make an agency fee payment if the unit member is an actual verified member of a bonafide religion, body or sect which has historically held conscientious objections to joining or financially supporting employee organizations.

**3.8.6.1** Such exempt unit member shall, as an alternative to payment of such representation fee to the Association, pay an amount equivalent to such representation fee to the Redondo Beach Education Foundation or a charity mutually agreed upon by the Association and the exempt unit member.

**3.8.6.2** The Association, upon written request, may require such exempt unit member to submit a written affidavit to the Association verifying the existence and nature of the allowable objection to payment of a representation fee. In addition, the Association may require such exempt unit member to submit proof of payment of an amount equivalent to such representation fee to one of the alternative funds or organizations referenced above.

### **3.8.7 Payment Method**

Any unit members who are not exempted from payment under Section 3.8.6 above may pay annually the properly determined representation fee directly to the Association.

**3.8.7.1** As an alternative to the direct payment method, a unit member may voluntarily sign and deliver to the District a written assignment authorizing deduction of the properly established representation fee as defined in Section 3.8.4 above, subject to the conditions set forth elsewhere in this agreement for payroll deductions. Upon voluntary authorization duly completed and executed, the District will deduct from the pay of unit members and pay to the Association the normal and regular monthly representation fee.

**3.8.7.2** In the event that a unit member who is not exempted from payment under Section 3.8.6 does not voluntarily sign and deliver to the District an authorization pursuant to Section 3.8.3 or pay annually the representation fee directly to the Association pursuant to Section 3.8.7, the Association may request in writing that the District deduct from the pay of the unit member and pay to the Association the normal and regular monthly representation fee without the approval of the unit member. Prior to making a request for the District to involuntarily deduct the representation fee from any unit member's pay, the Association shall notify the unit member of the request. If the unit member and the Association are unable to reach agreement on the manner of payment, the District shall be obligated to make such deductions as requested by the Association.

**3.8.8** The District is under no obligation to make payroll deductions for periods during which a unit member is either terminated from active employment or not on the District's active payroll for any reason, including, but not limited to, layoff and voluntary leave of absence for more than thirty (30) days. Upon rehiring of any unit member, or upon the recalling of a unit member from layoff status, the District will resume or initiate dues or representation fee deductions for such member only upon a valid dues/representation fee deduction authorization as defined herein.

### **3.8.9 Obligations of Parties**

#### **3.8.9.1 District's Obligations**

The District's sole and exclusive obligations under this Article are to notify any unit member who has failed to comply with the provisions of this Section that, as a condition of employment with the District, such unit member must either become an Association member, pay a representation fee, either through voluntary or involuntary deductions, or establish an exempt status and make payment pursuant to provisions of Section 3.8.6 of this Agreement, and to make payroll deductions pursuant to Section 3.8.7.1 of this Agreement. It is the express intention of the parties that the agency fee obligation outlined herein constitutes a condition of continued employment and that the parties contemplate utilizing the remedies provided for in Education code Section 45061 for enforcing this Article.

**3.8.9.2 Association Obligations**

The Association shall be responsible for requiring unit members to fulfill obligations defined herein and to collect any representation fees which may be due and payable to the Association in consideration for its services as the exclusive representative of unit employees.

**3.8.10 Hold Harmless Provision**

The Association and/or its parent organization, CTA, agrees to indemnify and hold harmless from liability and pay all legal fees and legal costs incurred in defending against any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the agency fee provisions of this agreement or their implementation; and shall have the exclusive right to decide representation and to determine whether any such action or proceeding referred to in the above paragraph shall or shall not be compromised, resisted, tried or appealed.

**3.8.11** The District shall not deduct money specifically earmarked for ABC, PAC, or other political activities unless such deduction is affirmatively, separately and specifically authorized in writing by the unit member.

**ARTICLE 4 - HOURS**

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

K-5 (or 6 <sup>th</sup> 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.

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) If such schedule creates a day with a large block of time set aside for preparation, such time will not be used for district and/or site directed activities more than two (2) times per year without formal majority vote of the site faculty.

4.1.1 On a district-wide basis, the following principles shall apply:

- A) Annualized instructional minutes shall at least meet SB813 minimal requirements to maintain longer day/longer year funding; and
- B) The district will not unilaterally increase instructional minutes over the level regularly scheduled for the 1992-93 school year.

Regularly assigned student contact time shall be as follows:

<u>Grade Level</u>	<u>Time</u>
K	200 minutes per day
1-2	285 minutes per day
3-8	300 minutes per day
9-12	310 minutes per day

For purposes of this article, the phrase "student contact time" relates to the regularly assigned instructional day and is not intended as, nor shall it be, a limitation upon assignments outlined in paragraphs 4.4 and 4.5 below.

4.2 Unit members shall be entitled to a minimum duty-free lunch period of thirty (30) minutes and shall be granted a duty-free lunch period not to exceed sixty (60) minutes if consistent with past practice and their assigned students' lunch period at their respective schools.

- 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 educational advisors shall be assigned to the classroom teacher workday. Home teachers' assignments are hourly as needed.

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 consent. For purposes of determining a split shift the conference period shall be considered a continuation of assignment.

- 4.4 In addition to the hours outlined in 4.1 above, high school unit members shall attend Back-to-School Night and Commencement; elementary and middle school unit members shall attend Back-to-School Night and Open House and up to two other meetings, activities or events that begin outside the instructional day (exclusive of meetings in sections 4.4.1, 4.4.2 and 4.4.3). The term "instructional day" referred to above is defined as the time between student classroom report time at the beginning of the day to the student classroom dismissal time at the end of the day. An activity, meeting or event may require attendance on more than one day. For example, membership on the School Site Council is one activity; membership on the Student Study Team is one activity.

The District and the Association acknowledge that there are professional responsibilities outside the scope of this article that may require consultation between a teacher and the site administrator or supervisor that may extend beyond the contractual workday consistent with district practices (Examples: addressing a parent concern, disputes involving members, or unplanned events that need timely resolution). These may extend past 3:03 p.m. (for 9-12) and past 3:15 p.m. (for K-8), except as provided in Section 4.4.1. below.

4.4.1. No site shall have faculty meetings or other required meetings called by or at the direction of the administration that exceed a combined 180 minutes per month, consisting of three 60-minute meetings, two 90-minute meetings, or meetings of other length agreed by site representatives of the Association and District representatives, not exceeding a combined total of 180 minutes per month.

4.4.2. The District will make every effort to conduct IEP's during the normal work hours as defined in Article 4.1. The District shall make a good faith effort to minimize both the number of IEP's extending beyond the normal work hours and the number of IEP's impacting the planning time of unit members by modifying the start times of IEP's as needed. If an IEP needs to be rescheduled, it shall not be the responsibility of the unit member to reschedule the meeting.

4.4.3. Fall parent/teacher conferences are mandatory. Spring parent/teacher conferences shall be scheduled at the discretion of the teacher unless the student is in danger of receiving a "D" or "F", or its equivalent in elementary school, or if a parent requests such a conference.

- 4.5 During the term of this agreement, the district will continue to assign preparation time to instructional unit members. Generally, the time between the end of the last teaching period and the end of the on-site duty day shall be set aside for preparation time, subject to the provisions of paragraph 4.4. Assignment of preparation periods to grades 7-12 in middle schools and high schools shall remain unchanged.

Preparation time/period, regardless of when scheduled, shall be a period of time set aside for carrying out professional responsibilities relating to classroom teaching, preparation, student and/or parent guidance and counseling. It is understood and agreed that on certain occasions, the district may reduce the preparation time for

an individual unit member or group of unit members on minimum days or reduce or eliminate the preparation time/period in cases of emergency.

- 4.6 A joint committee shall work on arriving at a mutually acceptable calendar or calendars on a multi-year basis. The calendar is attached as Appendix D.
- 4.7 Unit members new to the district may attend an optional two (2) day "Rookie Camp". Unit members who voluntarily choose to attend "Rookie Camp" shall be compensated for these additional days at the curriculum rate identified in Appendix C. To the extent possible, "Rookie Camp" will be scheduled just prior to the return of all other teachers.
- 4.8 **Period Substitution**
- 4.8.1 Unit members assigned to teach a class during his/her preparation period as a substitute for an absent unit member shall be paid therefore at the rate of \$36 per period. For purposes of this Article a block period is defined to be two (2) periods.
- 4.8.2 Unit members assigned to grades 7 through 12 may elect to be paid cash or take compensatory time off.
- 4.8.3 For unit members who opt to earn a full day of compensatory time off, the unit member must have taught five (5) periods at the 7 through 12-grade level.
- 4.8.4 Compensatory time off must be taken in full day increments within the fiscal year earned. If not taken by May 31, it shall be paid for in cash. Unit members may not use compensatory time off during the month of June. Scheduling of compensatory time off requires three working day advance notice. The principal may deny such requests when, in the principal's judgment, too many unit members at the same site have requested the day off; in such event requests will be granted in the order received.
- 4.9
- 4.9.1 The District will open a Community Day School (an alternative high school) beginning February 2008. The program design shall include an eight hour work day, and a 225 day work year. These work days shall run concurrently, exclusive of weekends and all holidays observed by other members of the bargaining unit.
- 4.9.2 The District and Association agree that the Community Day School teacher shall be a member of the certificated bargaining unit, but shall not be entitled to a preparation period provided for in Article 4.5 of the Collective Bargaining Agreement.
- 4.9.3 The teacher shall be placed on the appropriate step and column of the Certificated Salary Schedule and shall be compensated an additional 20% in salary for the additional time within the eight hour day. For the additional 42 days, beyond the certificated work calendar, the Community Day School Teacher shall be paid his/her per diem rate (at 120%) for each day worked. In addition, any days worked beyond the regularly scheduled 225 days shall be compensated at the Community Day School Teacher's per diem rate (at 120%). Any such work days shall be mutually agreed upon in writing by the District and the Community Day School Teacher.
- 4.9.4 The Community Day School Teacher shall accumulate one day's leave of absence for illness or injury for each month of employment and shall be eligible for all other benefits as provided for in the Collective Bargaining Agreement between RBUSD and RBTA.

## ARTICLE 5 - SAFETY CONDITIONS OF EMPLOYMENT

- 5.1 The District shall provide safe, clean, sanitary working conditions for all unit members within the fiscal capabilities of the District. Subject to these fiscal capabilities, the District shall monitor and correct unsafe conditions. The District will make a conscientious effort to implement and use practices and procedures recommended by the District Safety Officer for the safety of unit members and unit members will comply with District safety procedures.
- 5.2 Unit members will not be required to perform tasks that endanger their health and safety. Unit members may notify their immediate supervisor in writing concerning conditions which, in their opinion, would directly affect their physical welfare. The supervisor, together with the District Safety Officer, will investigate the reported condition and advise the unit member in writing of their findings and any corrective action which will be taken. The administrative response will be made within five (5) days of the initial written notification.
- 5.3 All accidents to unit members shall be reported immediately to the principal or his/her designee. The principal shall review the cause and work for the elimination of said cause.
- 5.4 The District agrees to make available to unit members a workroom on each site.
- 5.5 Chest X-rays or intradermal tests as mandated by the District or by statute shall be filed by unit members as required. The District agrees to bear the cost for these tests when taken at County facilities or mobile units. Unit members who wish to go to their personal physician may do so at their own expense.
- 5.6 **Assault**
- 5.6.1 Unit members shall be informed of any student enrolled in their class pursuant to Educational Code #49079 whenever that information is made available to the District. Unit members may use reasonable force under circumstances which require that they defend themselves or students against an assault--provided, however, that such force does not exceed that which is needed to repel or protect from bodily injury, and provided further, that the unit member report any such incident to the immediate supervisor within a 24-hour period. The above provision shall not be read as a requirement that unit members must place themselves in danger of serious bodily injury in order to protect another employee or student from an assault.
- 5.6.2 Unit members shall notify their principals immediately in all cases of assault suffered by them in connection with their employment. The principal shall investigate the assault, obtain information from all sources and, upon request, accompany the unit member in court appearances arising out of the assault.
- 5.6.3 Unit members who are assaulted shall file a report or complaint with the local police department.
- 5.6.4 Any unit member who has been the victim of a physical attack or the threat of a physical attack which can be reasonably carried out, shall, upon request, be relieved of all duty for the remainder of the day without loss of pay or leave time.
- 5.7 Nothing contained in this Agreement shall be deemed as waiving the statutory rights of a teacher to suspend a student.
- 5.8 Impacted sites shall, upon request, form a local committee to review and make recommendations for resolving site parking problems, if any.

**5.9** Classroom teachers shall be required to change classrooms only due to a change of assignment, transfer, modernization or construction. Classroom teachers required to change rooms shall be provided up to two paid working days at the current rate identified in Appendix C.

## ARTICLE 6 - CLASS SIZE

6.1 During the term of this contract, the District will maintain average class sizes at no greater than 30. Individual classes at K-12 level (except such traditional large group classes as band, orchestra, etc.), shall not exceed enrollment of 35 for a period of three consecutive weeks following the start of each semester/trimester or seven consecutive working days during the school year, except by written consent of the teacher. The class size maximum for physical education classes (excluding athletic teams) shall be 50.

6.1.1 The District will make every effort to place students with IEP's and/or 504 plans proportionally among regular education teachers. Unit members with a disproportionate number of students on IEP's and/or 504 plans as compared to the other teachers in the same grade level or department at their site shall be provided relief through measures such as, but not limited to, being assigned a classroom aide, reduced class size, reduced number of preparations, etc.

6.1.2 The Class Size Reduction (CSR) classes (K-3) with an enrollment in excess of 20 students for the school year will be rotated as it occurs among teachers at that grade level.

6.2 The computations in 6.1 do not include Special Education, SCROC, Chapter 1 or Class Size Reduction and any certificated staff member not assigned to a class.

## ARTICLE 7 - SALARY

- 7.1 All certificated bargaining unit salary schedules shall be increased by 0.00%, effective July 1, 2008. Longevity steps (career increments) shall be adjusted as needed to ensure that unit members beyond step 13 receive the full amount of the increases referenced above. A portion of the increase granted in 2006-2007 provided for a 183 day work year beginning with the 2007-2008 school year and continuing thereafter, with the additional day being used for districtwide staff development.
- 7.2 Salaries for 2008-2009 and 2009-2010 shall be determined pursuant to contract reopeners. The District and the Association agree to meet and negotiate salary as soon as possible after the annual release of the Governor's May revise.
- 7.3 Language deleted.
- 7.4 **Athletic Coach**
- 7.4.1 Coaching and assignments shall be recommended by the principal after consultation with the Athletic Director.
- 7.4.2 The district shall authorize the sports to be offered and the number of coaches needed.
- 7.4.3 Coaches shall be paid pursuant to the coaching pay schedule attached as Appendix B.
- 7.4.4 Assignments to assist coaching positions shall be Assistant Coach.
- 7.5 **All Other Extra Duty Stipends**
- 7.5.1 The Association agrees to modify the current stipend list by removing the BTSA support provider stipend from the list and allowing the South Bay BTSA consortium to determine the amount of the stipend for support providers per beginning teacher on an annual basis.
- 7.5.2 Middle School stipends shall be distributed annually based on demonstrated need at each site. Money designated for non-existent positions may be applied to similar positions subject to the concurrence of the site administration and the site faculty.
- 7.6 **Professional Growth Incentives**  
Unit members who have reached Step 13, Group VI on the salary schedule are eligible to earn up to a maximum of four (4) professional growth incentives. Upon presenting evidence of having satisfactorily completed six (6) semester units (or equivalent) the unit member will receive an additional \$500 subject to the following conditions:  
The units must meet the other contractual criteria for salary schedule movement.  
The units must not already have been used to substantiate salary schedule movement.  
The unit member must have received an overall rating of "Meets District Expectations" on his/her most recent formal evaluation.
- Subject to the same conditions, the unit member is eligible to earn up to a maximum of three (3) additional incentives.
- 7.7 **Teacher in Charge**  
Unit members designated as "teacher in charge" during the absence of the site administrator shall be paid pursuant to the schedule attached as Appendix C. In addition to his/her regular classroom

responsibilities, the Teacher in Charge will act for the Principal in emergency situations in his/her absence, or, if the principal is absent or otherwise deems it necessary and arrangements are made to release the teacher from his/her teaching responsibilities.

## **7.8 Home Teacher**

Home teachers shall be paid on an hourly rate based on his/her placement on the salary schedule in Appendix A for the actual hours of instruction, which will include travel time between assignments but will exclude travel time before the first assignment or after the last assignment of the day.

## **7.9 Mileage**

Authorized and assigned mileage between assignments shall be reimbursed at the current district rate.

## **7.10 Placement**

### **7.10.1 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.

(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.

### **7.10.2 Experience**

Completion of seventy-five percent (75%) of the total days in one school year shall constitute one school year toward placement on the salary schedule. Partial years may be combined to give no more than one year of credit excepting that no period of less than four continuous months of full time service will be allowed.

Pursuant to Government Code Section 3543.2(d) and commencing with the 2005-2006 school year, unit members (except psychologists) entering the district shall be given credit, up to ten (10) years maximum, for prior full time public school teaching (K-12) service earned while holding a Bachelor's degree.

Psychologists entering the district shall be given credit for service in a comparable field of employment, not to exceed six (6) years of credited service.

**7.10.3** Credit for teaching in an accredited private school will be granted only for the time for which the unit member holds a valid public school credential.

**7.10.4** To receive credit for military service, the unit member must show documented evidence of having had a valid credential held before entering military service. The credential must be held for the specific position applied for. A maximum of three (3) years for military service is established for credit.

**7.10.5** A combination of military and/or teaching experience may not exceed ten (10) years for original placement.

## **7.11 Advancement**

### **7.11.1 Advancement by Steps**

Advancement on the salary schedule from one step to the next higher step shall be contingent upon the rendering of eight (8) school months or more of active satisfactory service in one school year, except that four (4) continuous school months of service rendered outside the district may be added to four (4) continuous school months of service rendered inside the district to determine salary schedule placement for the second contract, provided that such service rendered to the district is continuous.

A unit member who has been on sick leave must render six (6) months or more of service in the district to be eligible for step advancement. Said service need not be continuous but must be rendered in one school year.

Step advancement shall take place only on September 1st for unit members on a teaching year contract and only on July 1st for unit members on a contract longer than a teaching year.

A unit member on leave for military duty shall be entitled to vertical progression as long as such service is mandated by the government.

Unit members participating in the Pre-Retirement, Part-time Employment Plan shall advance on the salary schedule as though he/she were employed full time.

#### **7.11.2 Advancement from Group to Group**

The request for advancement must be submitted to the Personnel Office. Unit members may submit evidence of completed coursework taken for advancement to a higher group not later than thirty (30) days prior to the pay warrant which will reflect their salary schedule placement.

7.12 Language deleted.

#### **7.13 Daily Rates**

7.13.1 Unit members who perform teaching duties shall have a regular daily salary rate determined by dividing annual pay by the total duty days.

7.13.2 The district will pay unit members their regular daily salary rate when such unit members are employed to work beyond the regular school year.

#### **7.14 Department Chairpersons**

7.14.1 Department Chairpersons will be paid pursuant to the schedule attached as Appendix C.

7.14.2 If the department chair is shared, the amount of compensation allowed for the size of the total department must be shared.

7.14.3 Pay for driver education chairpersons will be determined by the number of sections supervised, plus the number of students who enroll in the driver training program and/or actual driver training, divided by 14 (at the ratio of 24:1).

7.14.4 Department Chairperson positions (Grades 9-12) shall be three (3) year terms. For the purposes of this article a unit member must be assigned to a department for fifty percent (50%) or more of their contracted assignment to be considered a member of a specific department and to be eligible to serve as Chairperson of said department. Department Chairpersons shall be elected by formal majority vote of department members subject to confirmation by site administration. The vote shall be conducted jointly by the site administration and the site Association representatives. The process

described in this article shall be phased in over a three (3) year period. For the 2005-2006 school year there will be four (4) departments selected by blind draw that will vote to determine their Department Chairperson. In the 2006-2007 school year there will be three (3) departments selected by blind draw that will vote to determine their Department Chairperson. In the 2007-2008 school year all remaining departments will vote to determine their Department Chairperson. Voting for Department Chairperson shall take place by May 31 of each year. If a Department Chairperson is unable to serve a complete three (3) year term, a replacement shall be elected by formal majority vote in a timely manner subject to confirmation by site administration.

#### **7.15 Librarians**

**7.15.1** School librarians will be paid a stipend pursuant to the schedule attached as Appendix C.

**7.15.2** School librarians and/or unit members assigned to the library may be authorized to work additional time beyond the regular school year, within ten (10) days of the regular school year, or otherwise by mutual agreement. They shall be paid their individual daily salary rates for every day worked.

**7.16** Counselors and/or Educational Advisors may be directed to work additional time beyond the regular school year, within ten (10) days of the regular school year, or otherwise by mutual agreement. They shall be paid their individual daily salary rates for every day worked.

#### **7.17 Directors of Student Activities/Athletics**

When authorized, the directors of student activities and athletics shall be assigned no more than three (3) teaching periods or its equivalent per day and other duties relating to student activities or athletics as the principal may deem necessary.

#### **7.18 Additional High School Class, Counseling or Educational Advisor Assignment**

**7.18.1** Unit members assigned to teach an extra class for a semester or the remainder thereof shall receive twenty percent (20%) of his/her annual pay prorated. Annual pay is defined to include any longevity pay / career increments and any professional growth incentives earned by the unit member.

**7.18.2** Any unit member who is not a substitute and is assigned the responsibility of a sixth class for less than the days remaining in a semester shall be paid his/her professional hourly rate for hours worked.

**7.18.3** 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.

**7.18.4** Unit members who teach a sixth class or any counselor or Educational Advisor who is assigned a seventh hour shall have their additional stipend appended to their regular pay.

#### **7.19 Supervising Teachers**

Unit members serving as supervising teachers for student teachers will receive any honorarium paid by the college or university.

#### **7.20 Part-time unit members**

Part-time unit members shall receive a salary in proportion to the assigned load they carry. In addition, part-time unit members shall perform a proportionate share of non-teaching duties.

#### **7.21 Teachers of Combination Classes**

During the period that a K-6 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. For purposes of this section, a combination class exists where students from two or more grades in Kindergarten through sixth have been combined into one class. The provision for a stipend does not apply to special education classes or situations created by team teaching.

## ARTICLE 8 - HEALTH & 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 through June 30, 2008. The 2009-2010 contributions toward health & welfare benefits shall be determined pursuant to contract reopeners.
- 8.2 For unit members working less than full time, the District will pay its prorated share of the costs of the premiums based on the percentage of a full work period to the time the unit member is actually employed.
- 8.3 It is understood and agreed that the respective carriers may raise premium rates each year. If the parties have not reached agreement concerning District premium contributions prior to October 1, the increased amounts will be deducted from the unit members' payroll warrants unless and until agreed otherwise, consistent with District past practice.
- 8.4 Unit members who retire during the term of this agreement may purchase, at their own expense, District health and welfare benefits, at the District rate, in accordance with AB528.
- 8.5 The parties agree that benefits will be credited towards the total compensation package for unit members for the 2008-2009 negotiated agreement. Health and welfare benefits shall be as outlined in Appendix E).
- 8.6 The District and the Association shall jointly construct contract language regarding the offering and implementation of IRC 125 provisions (This plan allows an employee to make pre-tax contributions, via salary reduction, towards payment of health care program employee costs and/or flexible spending. Employees may change their request to participate or not during the District's open enrollment period).

## ARTICLE 9 - EVALUATION PROCEDURES

### 9.1 Definition of Terms

- **Course Objectives**  
Statements which provide the basic framework for each course and indicate what the students are expected to learn as a result of taking the course.
- **Curricular Adherence**  
Course goals and objectives are consistent with the scope and sequence of the district approved curriculum
- **Instructional Strategies**  
A variety of content delivery methods used by teachers to determine the appropriate match between the content and the learner.
- **Suitable Learning Environment**  
An atmosphere established and maintained by the teacher that is conducive to student learning. Teacher clearly communicates and consistently enforces rules and procedures, uses instructional time efficiently, provides positive motivation for learning and monitors both student learning and behavior to ensure a safe and productive learning environment.
- **Evaluator**  
The prime evaluator shall be appointed by the principal. If the evaluatee does not agree with the appointment, he/she may request another evaluator. If no agreement can be reached, the principal shall be the prime evaluator.
- **Pertinent Factors**  
The District and the Association acknowledge that external conditions can affect a unit member's performance and his/her ability to meet objectives.

### 9.2 Rating Scale

- **Meets District Expectations**  
Performance meets established standards. Teaching practices fully meet all performance expectations at an acceptable level. Teacher maintains an adequate scope of competencies and performs additional responsibilities as assigned.
- **Needs Improvement**  
Performance requires improvement to meet minimum performance expectations.
- **Unsatisfactory**  
Performance is consistently inadequate/unacceptable. Teaching practices require considerable improvement to meet minimum performance standards. Rating at this level requires participation in the PAR Program (applies to classroom teachers only).

### 9.3 General Information

Evaluation and assessment of the performance of each certificated employee shall be made on a continuing basis, at least four times each school year for temporary or probationary personnel, and at least once every other year for personnel with permanent status except as provided for in 9.3.1. The evaluation shall include recommendations, if necessary, as to areas of improvement in the performance of the employee. In the event a permanent employee is not performing his/her duties in a satisfactory manner, the District shall notify the employee in writing of such fact and describe such unsatisfactory performance no later than February 1st. The District shall thereafter confer with the employee, making specific recommendations as to areas of improvement in the employee's performance, and endeavor to assist the employee in such performance. When any permanent certificated employee has received an unsatisfactory evaluation, the District shall annually evaluate the employee until the employee achieves a positive evaluation or is separated from the District.

- 9.3.1 Permanent unit members who have been employed by the District for at least ten (10) years and whose previous evaluation Meets District Expectations shall, by mutual agreement of the administrator and unit member, be evaluated up to every five (5) years (pursuant to terms of Education Code Section 44664). Documentation that the five year evaluation procedure has been approved will be given to the unit member and a copy will be placed in their Human Resources file.

## 9.4 Procedures

### 9.4.1 Elements of Evaluation

9.4.1.1 By the end of the third (3rd) week of school, all unit members scheduled for evaluation shall be notified by the principal. The notification shall include the name of the evaluator as well as copies of the California Standards for the Teaching Profession, and the RBUSD Certificated Teacher Evaluation Process forms.

9.4.1.2 No later than the end of the sixth (6th) school week of the year in which the evaluation is to take place, the evaluator and the unit member shall meet to discuss the Agreement on Standards of Performance. Teacher evaluation will be based on the California Standards for the Teaching Profession. Three standards will be chosen for primary focus, two chosen by the teacher and one chosen by the evaluator. Teachers will identify one key element from each of the three standards selected and will develop a specific goal for each of the three standards. All six of the standards will be considered in the overall performance rating for temporary and probationary teachers. The overall performance rating for permanent teachers will be based on the three standards chosen for primary focus. During the course of the evaluation period, circumstances may arise which require modification of the evaluation elements. The parties will make every effort to arrive at such revisions jointly. If they cannot do so, the elements shall be determined by the evaluator.

### 9.4.2 Observations

9.4.2.1 Every temporary or probationary member of the unit shall be observed at least four (4) times during the school year, with the first taking place no later than November 15 and the fourth taking place no later than March 1. A post observation conference with written report shall follow each observation within ten working days. At least two of the observations may be unannounced; two require at least 24 hour notice.

9.4.2.2 Each evaluation of a permanent employee shall be based upon one or more formal observations with at least 24 hours advanced written notice, lasting a minimum of twenty minutes per formal observation with a total minimum of forty-five minutes of formal observation. A post observation conference and written report shall follow each observation within ten working days.

9.4.2.3 The unit member shall take affirmative action to correct any cited deficiencies based upon the evaluator's specific recommendations for improvement and assistance in implementing such recommendations.

### 9.4.3 Evaluation

9.4.3.1 Evaluation and assessment made pursuant to this procedure shall be reduced to writing and a copy thereof shall be transmitted to the employee not later than thirty (30) days before the last school day of the school year in which the evaluation takes place. A conference between the evaluator and the employee to discuss the evaluation shall be scheduled. The employee shall have the right to initiate a written reaction or response to the evaluation. Such response shall be

attached to the employee's evaluation. Said employee shall not be evaluated again within the same school year. Copies of the District's Evaluation Forms are attached to this Agreement as Appendix "F."

9.4.3.2 Members of the unit shall not be required to evaluate other members of the unit.

9.4.3.3 Language deleted.

9.4.3.4 No evaluation or procedure giving rise to it shall be subject to the Grievance/Arbitration Procedure, if it resulted in a rating of satisfactory or above.

## 9.5 Personnel Files

9.5.1 Materials in personnel files of unit members which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the unit member involved. Such material is not to include ratings, reports or records which (1) were obtained prior to the employment of the person involved; (2) were prepared by identifiable examination committee members; or (3) were obtained in connection with a promotional examination. Every unit member shall have the right to inspect such materials in their personnel file, except those listed in 1, 2, and 3 above, provided that the request is made so that the inspection does not take place when the unit member is required to render service to the District.

9.5.2 Information of a derogatory nature shall not be entered or filed in the personnel file unless and until the unit member is given notice and an opportunity to review and comment thereon has been provided. A unit member shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon.

9.5.3 Upon written authorization by the unit member, a representative of the Association shall be permitted to examine and/or obtain a copy of materials in such unit member's personnel file.

## 9.6 Complaints Regarding Unit Members

9.6.1 A complaint by a parent, community member, student, or non-administrative/non-supervisory employee of the District which may negatively affect a unit member's evaluation and/or lead to disciplinary action shall be reported to the unit member by the District within twenty (20) working days following the receipt of the complaint.

9.6.1.1 This article does not apply to complaints for which separate procedures or policies are provided such as complaints concerning discrimination, sexual harassment, or matters defined as grievances under this Agreement.

9.6.2 Complaints concerning unit members shall be made directly by the complainant to the person against whom the complaint is lodged. Parents, community members, and district employees shall attempt to orally resolve concerns with unit members personally before filing formal written complaints with the District.

9.6.3 If the complaint is not resolved at the informal level (Article 9.6.2), the complainant may submit the complaint in writing to the unit member's immediate supervisor.

9.6.3.1 A written complaint must include the name of the unit member(s) involved and a brief actual summary of the complaint, including approximate time(s), date(s), place(s) and names of any persons who might have information about the complaint.

9.6.3.2 The Principal, or his/her designee, or the employee's immediate supervisor shall investigate the complaint and, where appropriate, attempt to resolve the complaint with the parties. The Principal, his/her designee, or the employee's immediate supervisor will advise all concerned parties if the complaint is satisfactorily resolved.

9.6.4 If either party is not satisfied with the disposition of the complaint under Article 9.6.3.2, the party may within ten (10) working days of being notified of the proposed disposition, submit a written notice to the Principal requesting him/her to forward the complaint and any accompanying reports to the Superintendent or his/her designee.

9.6.4.1 The Superintendent or designee will review the complaint and accompanying materials and render a final administrative determination. Either party may ask the Board of Trustees to review the Superintendent's decision within ten (10) working days.

9.6.5 If a written complaint is placed in the unit member's personnel file, the unit member may attach a written response that shall be placed along with the complaint in the unit member's file. If the unit member challenges the truth of the allegations contained in the complaint, he/she may request the Association to file for arbitration under Article 13.3.4 of this Agreement.

## 9.7 Alternative Evaluation Process

9.7.1 The alternative evaluation process is designed to increase opportunities for professional growth available to the District's permanent certificated staff. It serves as an alternative to the traditional performance evaluation process to encourage accomplished teachers and staff to continue their professional development and personal growth. This evaluation process provides flexibility, permitting teachers and staff to grow in self-chosen areas of interest.

9.7.2 Participants will be permanent unit members who have consistently demonstrated competence in previous evaluations, and who wish to engage in a personalized program of professional growth. There will be no limitation on the number of participants at each site. The principal and unit member may determine a mutually agreeable alternative evaluation option.

9.7.3 Participating unit members will set meaningful goals that will serve as a focus for their professional growth, and establish suitable criteria for the evaluation of that growth.

9.7.4 At a conference held prior to the end of the sixth week of school, the unit member and the administrator will agree on these goals, the evaluation option, and the criteria for evaluation.

### 9.7.5 General Guidelines

Unit members and administrators are encouraged to be creative in developing new or innovative options for use as evaluative tools. A wide variety of evaluation designs are possible. Some possible options are:

9.7.5.1 Portfolio: A portfolio serves as a compilation of materials selected by the teacher to create a record of actions taken and progress made in meeting his/her goals. Sample inclusions may be a log of activities, samples of student work, examples of newly developed curriculum, photographs, video tapes, and/or student evaluations of activities related to the teacher's professional growth goals.

9.7.5.2 Reflective Journal: A journal may serve as a mirror for a teacher's experience in the classroom. The act of written reflection upon one's teaching can focus efforts to refine teaching skills and lead to solutions for specific instructional challenges.

- 9.7.5.3 Cognitive Coaching: The purpose of a coach is to provide effective feedback on the unit member's progress toward professional growth goals through a series of meetings which may include pre-observation conferences, classroom observation, and discussion. The unit member with the approval of the administrator selects the peer coach.
- 9.7.5.4 Classroom Action Research: The teacher will select and identify a specific concept, instructional strategy, or theoretical approach to be studied in the classroom. The action research will involve an in-depth study of the effects of implementing a particular practice in the classroom. This research may be accomplished in conjunction with graduate course work or a mentor project.
- 9.7.5.5 Collaborative Groups: Participants will meet for regular structured interactions. The groups may focus on a particular educational growth area or curricular program. The groups will meet at scheduled times not only to discuss each member's personal goals, but also to discuss the commonalities in the instruction.
- 9.7.5.6 Project Research: The unit member will select a topic to research that is related to an instructional/curricular growth priority that may be implemented within the classroom.

#### **9.7.6 Assessment of Outcomes**

- 9.7.6.1 In the planning process the unit member and administrator will determine the monitoring schedule. At least thirty days prior to the end of the school year, the unit member and administrator will meet to review the unit member's progress. A written summary of the alternative plan and results shall be placed in the unit member's personnel file along with an assessment by the administrator.
- 9.7.6.2 In the event that the alternative evaluation plan proves to be impractical, it may be discontinued by mutual consent of the unit member and administrator. The unit member's evaluation will revert to the standard district practice.

## ARTICLE 10 - LEAVES

### 10.1 Sick Leave

- 10.1.1 Employees employed on a regular basis shall accumulate one (1) day's leave of absence for illness or injury for each month of employment, not to exceed twelve (12) days per year.
- 10.1.2 An employee terminated during the course of the year, or one unable to complete a contract, accumulates sick leave at the rate of one (1) day per month for that portion of the year completed.
- 10.1.3 All paid employees who are absent from their duties on account of illness or accident shall, for a period not to exceed five (5) school months or less, be paid no less than the difference between the salary of the regular employee and a substitute hired to fill his/her position, or if no substitute is hired, the difference between his/her regular salary and the amount which would have normally been paid to a substitute hired to fill the absent employee's position. This provision shall not apply to the first ten (10) days for ten-month employees, or twelve (12) days for twelve-month employees, and shall be counted and run concurrently with the eleventh (11th) or thirteenth (13) day of absence respectively.
- 10.1.4 In October of each year, the district will provide each member of the bargaining unit with a statement of accrued sick leave as of August 31st and the entitlement for the current year. If a unit member does not utilize the full amount of leave as authorized under 10.1.1 above in any school year, the amount not utilized shall be accumulated from year to year.
- 10.1.5 Upon reasonable belief of abuse of sick leave, and upon request by district management, a unit member shall be required to present a certificate signed by the unit member verifying the actual illness or injury, or present a certificate signed by a medical authority. If the illness or injury exceeds three (3) consecutive days, the District may require, at District's expense a certified medical specialist to examine the unit member and make all necessary inquiries in order to be fully informed as to the nature and severity of the illness or injury, and to report such finding to the Superintendent or designee. If the report concludes that the absence is not due to personal illness or injury, or that the illness is not sufficiently severe to warrant continued absence then the Superintendent or designee, after notice to the unit member, may refuse to grant such leave. If requested by the district management, a unit member shall not return to work until a medical doctor's authorization to return to work is submitted at district's expense.
- 10.1.6 Unit members are expected to notify the designated school person of their intent to be absent, whenever practicable, by 7:00 a.m. Failure to provide adequate notice may be grounds for denial of leave with pay or other disciplinary action. A unit member shall make a reasonable attempt to notify the district prior to the dismissal time of the final class of the work day, of the employee's intent to return or not to return the following day.
- 10.1.7 Members of the unit may be required to have a medical or psychiatric examination(s) by district approved physician(s). Such examination(s) will be at district expense.
- 10.1.8 Employees shall be given credit for all unused leave of absence for illness or injury accrued while serving in another California school district as prescribed in Education Code Section 44979. Such unused leave of absence for illness or injury will be credited to the paid employee only upon receipt of official notice from the California school district of prior employment and verification of the amount of unused sick leave. Such credit for unused leave of absence for illness or injury will be given only to employees who have been employed by a California school district in the year prior to the acceptance of employment in the district. When an employee terminates employment after one year or longer with the district and

accepts employment with another California school district in the succeeding year, the unused leave of absence for illness or injury shall be computed and forwarded to the new district of employment upon request.

## **10.2 Catastrophic Sick Leave**

**10.2.1** The District shall maintain an RBTA Catastrophic Leave Bank. This Catastrophic Leave Bank shall be maintained to provide paid leave to bargaining unit members who have exhausted all earned sick leave as described in Section 10.1 above who are suffering from catastrophic illnesses or injuries as verified by a physician and are not receiving benefits provided by any income protection insurance program. Catastrophic leave shall also be available to unit members who need to care for an immediate family member who is suffering from a catastrophic illness or injury as verified by a physician. The District shall provide the Association upon request a statement of activity on the bank for the prior month as well as the monthly ending balance of days in the bank.

**10.2.2** A probationary or permanent unit member may donate up to five (5) days of sick leave per year to the Catastrophic Leave Bank described in Section 10.2.1 above. Such donations shall be irrevocable. Sick leave which is donated under this section shall be deducted from the accrued sick leave authorized under Section 10.1 above. A bargaining unit member who wishes to donate sick leave shall execute an authorization for the donation of the sick leave and an assignment of the leave to the leave bank. This authorization must confirm the understanding that the donation of sick leave to the Catastrophic Leave Bank is voluntary and irrevocable. The authorization must further indicate unit member agreement to indemnify and hold the District and the Association harmless from any claims, demands, or causes of action related to the donation. Solicitations for donations to the Catastrophic Leave Bank shall be the sole responsibility of the Association.

**10.2.3** A catastrophic illness or injury shall be defined by Education Code Section 44043.5. The District and the Association reserve the right to amend the definition of a catastrophic illness or injury upon mutual agreement. The use of catastrophic leave by a bargaining unit member shall be by mutual agreement of the District and the Association.

**10.2.4** While utilizing the Catastrophic Leave Bank, a unit member shall be deemed to be on a paid sick leave. One donated day, when combined with one day of substitute differential pay, shall cause said unit member's daily rate of pay to remain at 100%. A bargaining unit member who has been approved to use catastrophic leave agrees to indemnify and hold the District and the Association harmless from any claims, demands, or causes of action related to the use of said leave.

**10.2.5** This section supersedes any obligations of the district under Education Code Section 44043.5.

**10.2.6** Any further regulations regarding the administration of the Catastrophic Leave Bank shall be mutually developed by the District and the Association.

## **10.3 Personal Necessity Leave**

**10.3.1** Unit members may elect to use up to seven (7) days leave of absence annually for matters of personal necessity. Such leave shall not be used merely for an extension of holidays, vacation, or for purely personal convenience, or for withholding services, and it shall be deducted from the employee's accumulated sick leave.

**10.3.2** The applicant for such leave shall be required to state the reason for taking such leave.

**10.3.3** Application for such leave must be submitted as far in advance as possible to the employee's immediate supervisor before taking such leave, except in case of emergency or as provided below. Unless approved by the Assistant Superintendent of Personnel, or his/her designee, the leave shall be unpaid. No advance permission shall be required for leave taken for:

**10.3.3.1** Death or serious illness of a member of his/her immediate family

**10.3.3.2** Accident involving his/her person or property or the person or property of a member of his/her immediate family

**10.3.4** Of the seven (7) days available, five (5) days of the personal necessity leave may be utilized by the unit member at his/her own discretion.

## **10.4 Sabbatical Leaves**

**10.4.1** The district shall determine whether or not to offer sabbatical leaves in any particular school year, and if so, how many to offer.

### **10.4.2 Eligibility**

Any unit member who has satisfactorily completed seven (7) full years of service with the district shall be eligible for sabbatical leave once in each eight (8) years. S/he may apply during her/his seventh (7th) year. A full year of service shall consist of seventy-five percent (75%) of the school year, including days of paid absence for illness or other cause. No leave of absence, including maternity leave shall be considered a break in the continuity of service for the required seven (7) consecutive years' service, but time spent on leave of absence shall not be counted toward fulfillment of the seven (7) year service requirement.

### **10.4.3 Criteria for Selection**

The selection of unit members to be granted sabbatical leave shall be determined by the:

- A.** Relative value to the district of the proposed program of those applying for leave
- B.** Relationship of sabbatical leave activities to present assignment of the unit member
- C.** Past sabbatical leave record of the applicant
- D.** Seniority of the unit member
- E.** Approval of and selection by private sector business or industry where appropriate
- F.** Benefit to the students of the district.
- G.** Benefit to other teachers in the district
- H.** Professional growth possibilities in the proposal for the individual teacher.

### **10.4.4 Conditions of Leave**

- A.** Sabbatical leave shall be granted for not less than one (1) full semester nor for more than two (2) full consecutive semesters. Leave for a fractional part of a semester is not permitted.
- B.** Unit members who take a semester leave must take such leave during the second semester, unless by mutual consent of the principal and unit member. To be eligible for sabbatical leave during the second semester of any school year a unit member must have completed a minimum of sixty-eight (68) days service during the first semester of that school year.

### **10.4.5 Selection Procedure**

Candidates for sabbatical leave shall be screened by the Sabbatical Leave Committee, or shall be screened by the private business or industry depending upon the conditions of the leave.

### **10.4.6 Sabbatical Leave Committee**

The Sabbatical Leave Committee shall select from the qualified applicants those persons to take sabbatical leaves based on the criteria listed in 10.5.3 with the exception of 10.5.3(E). The Sabbatical Leave Committee shall:

- A. Consist of five (5) unit members selected by the Association and four (4) persons selected by the District
- B. Be chaired by a member of the committee elected by the committee members by majority vote
- C. Convene no later than November 15 by the District
- D. Notify all applicants of its selections prior to the December vacation period.
- E. Keep a numerical listing of acceptable alternate candidates. In the event a unit member, granted a sabbatical leave for any given year, fails or is unable to fulfill the leave, said leave will be granted to alternates from the list for that year

#### **10.4.7 Sabbatical Applications**

Application for leaves to be reviewed by the Sabbatical Leave Committee shall be made no later than November 1. Other sabbatical leaves will be posted at least thirty (30) days in advance and applications are due no later than seven (7) days after the close of the posting.

- A. Applications for all sabbatical leaves shall be considered only for the school year immediately following that during which the application is received. If the applicant is not granted a leave s/he must re-apply in order to be considered again for an ensuing year.
- B. Applicants shall present, as part of their application, reasons for desiring the leave, date of the leave and any other relevant data to assist in the decision of awarding the sabbatical leaves.

#### **10.4.8 Interview**

Applicants may be asked to appear in person before the Sabbatical Leave Committee for further explanation of his/her plans, where appropriate, or, shall be interviewed by representatives from private business or industry, where appropriate.

#### **10.4.9 Sabbatical Leave Posting**

A list of sabbatical leave recipients together with their assignments and/or project summaries shall be sent by the Assistant Superintendent of Personnel to each principal for posting at each school.

#### **10.4.10 Compensation**

The recipient of a sabbatical leave shall receive one half of his/her annual base salary or his/her full semester base salary, whichever is applicable, or in the case of a sabbatical leave where pay is reimbursed to the District the recipient for a sabbatical leave shall receive his/her annual base salary or semester base salary, whichever is applicable. Base salary shall include basic teaching assignment, departmental chairperson stipend, career increment, and doctoral stipend, as applicable, according to unit member's place on the salary schedule, the same as if s/he were teaching during the period of the sabbatical leave. The recipient who is employed less than full time shall have his/her sabbatical leave salary prorated accordingly except where the salary is reimbursed to the District. The semester prior to the leave shall be the determining factor. The compensation for a sabbatical leave shall include all fringe benefits for the school year. All regular deductions will be withheld during sabbatical leave. Sabbatical leave shall constitute a year's service for movement on the salary schedule. The unit member may accept a fellowship or grant in aid designed to assist accomplishment of the purpose of the leave. College credits earned during sabbatical leave may be utilized to meet the requirements for advancement on the salary schedule.

#### **10.4.11 Method of Payment**

Salary for sabbatical leave will be paid to the unit member while on leave of absence in the same manner as if the unit member were teaching the District. The unit member shall make arrangements with the Business Office for the disposition of his/her salary warrant each month.

#### **10.4.12 Bond Required**

The unit member shall furnish a suitable bond indemnifying the District against loss in the event that the unit member fails to render at least two (2) years service in the District after return from sabbatical leave of absence. Such bond shall be exonerated in event the failure of such unit member to return and render such two (2) years service is caused by the death or physical or mental disability of the unit member. If the Board finds, and by resolution declares, that the interest of the District will be protected by the written agreement of the employee to return to the service of the District and render at least two (2) consecutive years service therein following his/her return from the leave, the Board in its discretion may waive the furnishing of the bond and pay the employee on leave in the same manner as though a bond is furnished.

#### **10.4.13 Interruption of Program by Accident or Illness**

Interruption of an assignment or program while on sabbatical leave caused by serious accident or illness, evidence of which is satisfactory to the District shall not be held against a unit member as regards to fulfillment of his/her sabbatical leave. The amount of compensation shall not be adjusted while on the granted sabbatical leave. The Superintendent must be promptly notified of such accident or illness. In case of such accident or illness including hospitalization or recovery while on sabbatical leave, notification shall be made by certified letter, mailed within ten (10) days of the accident or illness. In case of extended disability the unit member may cancel his/her sabbatical leave and be placed on sick leave.

**10.4.14** In leaves relating to work in private business or industry, should there be a termination of the program on part of either the employee or the employer, the employee shall be liable for immediate return to duty in an assignment determined by the Superintendent or his designee.

#### **10.4.15 Retirement and TSA Contribution**

Sabbatical leave shall count toward retirement as specified in state law. Retirement and annuity contributions shall be deducted from unit member's compensation. Those who have had full year sabbaticals may, at their option, pay into the State Teachers Retirement System an amount that they would ordinarily have contributed in order to receive full time service credit.

#### **10.4.16 Required Report**

Each unit member who has been on sabbatical leave shall file with the Personnel Office a written report within sixty (60) days of the unit member's return to duty. Such report shall contain a detailed description as to the activities of the unit member, together with the unit member's appraisal of the professional value of the experience gained while on sabbatical leave, the manner in which such experience or knowledge gained may be used for the benefit of the students or the school in which the unit member is located, and any other data necessary for a satisfactory report and which contains transcripts of all college and university study while on leave.

**10.4.17** The Assistant Superintendent/Personnel shall determine that all conditions of the sabbatical leave have been fulfilled.

#### **10.4.18 Return to Position**

At the expiration of a sabbatical leave, the unit member who has been granted such leave shall be reinstated, unless s/he agrees otherwise, in the position held at the time the leave was granted, provided that conditions have not arisen which would have changed.

the unit member's location and type of work had s/he remained on active service. In the event of changed conditions, the unit member returning from sabbatical leave shall be reinstated and be assigned work appropriate to the field of his/her training, with the appropriate salary status including any increments allowed.

## 10.5 Exchange Teaching Leave

An exchange leave is a leave granted at the District's discretion to permit an employee to serve as an exchange employee in any foreign country or in any state, territory, or possession of the United States.

10.5.1 Exchange leaves of absence may be granted to the certificated employees who meet the following requirements:

- (a) The employee must have permanent status in the District on the effective date of the leave
- (b) An exchange agreement must be signed by the employees and the Districts concerned

10.5.2 The exchange is for one (1) year, unless extended for one (1) additional year by unanimous consent of the governing boards and the employees concerned.

10.5.3 Compensation shall be arranged according to one of the following plans:

### Plan A (Applies to exchanges in California)

The Redondo Beach Unified School District employee is paid by the other district and is to receive the rate of pay on the other district's salary schedule nearest to the rate received in the Redondo Beach Unified School District, but not more than the other district employee would receive.

### Plan B (Applies to exchanges outside California)

The Redondo Beach Unified School District employee is paid by the Redondo Beach School District at his/her regular rate. This plan is limited to exchanges with states or countries where the other employee will receive an adequate salary for living in that particular community.

### Plan C (Applies to exchanges outside California)

The Redondo Beach Unified School District employee is paid by the other district at a negotiated rate.

10.5.4 At the completion of any exchange, the Redondo Beach Unified School District employee shall return to duty in the Redondo Beach Unified School District and shall serve full time for at least two (2) consecutive years before being eligible for another exchange assignment.

10.5.5 Credit for service on exchange leave counts toward advancement on the salary schedule as if such service were given in the Redondo Beach Unified School District, provided that the employee served a sufficient number of days in the exchange position to have been paid at least seventy-five percent (75%) of the salary agreed to in the contract signed with the outside district. A notarized affidavit shall be filed verifying this service.

10.5.6 Service on an exchange leave grants credit toward retirement. If retirement contributions are not

deducted from compensation, the employee must personally arrange for payment of required contributions.

10.5.7 If the employee wishes to request an extension of the exchange leave, such request shall be made not later than two (2) months prior to the expiration of his/her leave.

## 10.6 Bereavement Leave

10.6.1 A unit member shall be entitled to a maximum of five (5) days leave of absence without loss of salary or benefits or deduction from sick leave on account of the death of any member of his/her immediate family.

### 10.6.2 Immediate Family

Immediate family is defined as: mother, mother-in-law, father, father-in-law, husband, wife, domestic partner, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, grandchild, grandfather, grandmother, or any relative living in the immediate household of the unit member or any other person as determined by mutual consent of the Assistant Superintendent, Personnel and the unit member. For the purposes of this section, relatives by virtue of marriage and relatives by virtue of court action shall be considered as natural or legal relatives.

10.6.3 Bereavement Leave may be taken during Summer School.

## 10.7 Maternity/Disability Leave

Disability caused by pregnancy, miscarriage, childbirth and/or recovery therefrom shall be treated as any other non-industrial temporary medical disability. It is the practice of the District to grant sick leave as set forth in Article 10.1 for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery from childbirth on the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for childcare (See Article 10.8). The length of such leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined jointly by the unit member and the unit member's physician. However, the Superintendent or his/her designee can require a verification of the extent of disability through a physical examination of the unit member by a physician appointed by and paid for by the District.

## 10.8 Leave Without Pay for Child Bearing Preparation and Child Rearing

10.8.1 Leave without pay or other benefits (except as required by law) may be granted to a unit member for preparation for child bearing and for child rearing.

10.8.2 The unit member shall request such leave as soon as practicable, but no less than thirty (30) calendar days prior to the date on which the leave is to begin except in cases of emergencies. Such request shall be in writing and shall include a statement as to the dates the unit member wishes to begin and end the leave without pay.

10.8.3 The determination as to the date on which the leave shall begin and the duration of such leave shall be made at the discretion of the Superintendent or designee when considering the scheduling and replacement problems of the District and the needs and interests of the teacher.

10.8.4 The duration of such leave shall consist of no more than twelve (12) consecutive months and shall automatically terminate on June 30 in the school year in which such leave is granted. An extension of leave may be granted, not to exceed an additional twelve (12) months. The District shall comply with applicable law in granting or denying leaves for specific durations.

- 10.8.5 There shall not be a diminution of employment status while on leave for child bearing or child rearing except that no unit member shall be entitled to compensation, increment, nor shall the time taken on parental leave count toward credit for probationary unit members in earning tenure status.
- 10.8.6 If a unit member is on leave for child bearing or child rearing and in the event of a miscarriage or death of a child subsequent to childbirth, the unit member may request an immediate assignment to a unit position. If there is a vacancy for which a unit member is qualified, the District will assign the unit member to a position as soon as practicable.
- 10.8.7 Unit members on leave may continue to participate in District-maintained health and welfare benefits (excluding State Teachers Retirement System and income protection plans) by arranging with the District to prepay appropriate premiums for such health and welfare benefits to the District, or as required by law.

**10.9 Industrial Accident Leave**

- 10.9.1 Unit members may be entitled to industrial accident leave according to the provisions of Education Code Section 44984 for personal injury which has qualified for workers' compensation under the provisions of the State Workers' Compensation Insurance Program.
- 10.9.2 Such leave shall not exceed sixty (60) days during which the schools of the District are required to be in session or when the unit member would otherwise have been performing work for the District in any one fiscal year for the same industrial accident. Leaves pursuant to this section shall not be deducted from earned sick leave.
- 10.9.3 The District has the right to have the unit member examined by a physician designated by the District at the District's expense, to assist in determining the length of time during which the unit member will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.
- 10.9.4 For any days of absence from duty as a result of the same industrial accident, the unit member shall endorse to the District any wage loss benefit check from the appropriate insurance fund which would make the total compensation from both sources exceed 100% of the amount the unit member would have received as salary had there been no industrial accident or illness. If the unit member fails to endorse to the District any wage loss disability indemnity check received on account of the industrial accident or illness as provided above, the District shall deduct from the unit member's salary warrant the amount of such disability indemnity actually paid to and retained by the unit member.

**10.10 Military Leave**

Military leave shall be provided in accordance with statutory provisions.

**10.11 Legal Proceedings Leave**

- 10.11.1 Employees called for jury duty, or subpoenaed to appear in court, in any case other than one in which the employee is a litigant, shall be granted a leave of absence with pay. During this period, the employee shall be paid the amount of the difference between his/her earnings and the amount received as a jury fee. A statement of the amount paid the employee as a jury fee shall be submitted as a basis for determining the District's financial responsibility.
- 10.11.2 Not more than two percent (2%) of the staff shall be granted such leave with pay at any one time.

**10.11.3** As soon as the unit member is called for jury duty he/she shall report it to his/her immediate supervisor. Upon direction of the supervisor, the unit member shall seek a postponement of jury duty to a time most convenient to the District. The request for postponement shall not be made solely for the purpose of rescheduling jury duty to a non-duty day.

**10.11.3.1** Unit members shall be credited up to two (2) sick days as an incentive to postpone jury duty to summer months. One (1) sick day shall be earned for each day of jury service up to the maximum of two (2) sick days provided for in this Article. Unit members shall have the option to be paid the regular sub rate in lieu of being credited a sick day. Evidence of postponement and completion must be submitted to the payroll department for verification.

## **10.12 Personal Unpaid Leaves**

**10.12.1** The District may grant leaves of absence without pay for reasons other than those generating other leaves under this Article. Any unit member on an unpaid leave of absence may continue to be covered under District health and welfare plans by paying to the District the amount of the full premiums to maintain his/her health and welfare plans. The application for unpaid leave of absence shall be in writing.

**10.12.2** The unit member on such leave shall notify the District Personnel Office by April 15 of the school year during which leave was granted as to an intent to return to duty the following school year.

**10.12.2.1** Upon return from leave, the employee will be guaranteed a position for which they are qualified and credentialed.

**10.12.2.2** There shall be no loss of seniority.

**10.12.2.3** Leaves approved by the Board will be for one (1) year only. Leaves of less than 75% of a school year shall not count toward this one (1) year restriction. The Board may extend the leave period beyond one (1) school year at its discretion.

## **10.13 Family and Medical Care Leave**

Eligible unit members will be granted Family and Medical Care Leave pursuant to applicable law and regulations as follows: (Such laws and regulations are not a part of this collectively negotiated Agreement).

**10.13.1** A unit member is eligible for leave if he/she:  
a) has been employed for at least 12 months; and  
b) has actually worked for at least 1,250 hours during the 12 month period immediately preceding the commencement of the leave.

**10.13.2** Leave is only permitted for the following reasons:  
a) the birth of a child or to care for a newborn of a member;  
b) the placement of a child with a member in connection with the adoption or foster care of a child.  
c) leave to care for a child, parent or a spouse who has a serious health condition; or  
d) leave because of a serious health condition that makes the member unable to perform the function of his/her position.

**10.13.2.1** A serious health condition includes an illness, injury impairment, or physical or mental Condition that involves:  
a) any period of incapacity or treatment in connection with a hospital, hospice or residential medical care facility; or

- b) any period of incapacity requiring absence from work, of more than three (3) calendar days that also involves continuing treatment by (or under the supervision of) a health care provider; or
- c) continuing treatment of a health care provider for a chronic or long term health condition that is incurable.

**10.13.2.2**

Continuing treatments include:

- a) two or more visits to a health care provider; or
- b) two or more treatments by a health care practitioner on referral from, or under the direction of a health care provider; or
- c) a single visit to a health care provider that results in a regimen of continuing treatment under the supervision of the health care provider.

**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, their aggregate leaves for birth, adoption, or foster care placement shall not exceed 12 workweeks in 1 twelve month period.

**10.13.4 Members Benefits While on Leave**

Leave under this Article is unpaid. While on leave, unit members will continue to be covered by the District's medical, dental, and vision insurance. However, unit members will not be covered under the District's income protection and other benefit plans unless members make the appropriate contributions for continued coverage.

If a unit member fails to return to work after his/her leave entitlement has been exhausted, the District shall have the right to recover its share of health plan premiums for the entire leave period, unless the member does not return because of the continuation, recurrence, or onset of a serious health condition which would entitle the member to leave, or due to other circumstances beyond the control of the employee. The District shall have the right to recover premiums through deductions from any sums due the unit member (e.g. unpaid wages, vacation pay, etc.).

**10.13.5 Use of Other Accrued Leaves While on Leave**

Unit members shall first use all applicable sick leave and other applicable paid leaves before being eligible for leave hereunder. Family Care and Medical Leave shall run concurrently with such paid leaves.

**10.13.6 Medical Certification**

- A. The District may require members who request leave to provide written certification from the health care provider of the individual requiring care. If the leave is requested because of the

member's own serious health condition, the certification must include a statement that the member is unable to perform the essential functions of his/her position.

- B. If the District has reason to doubt the validity of a certification, the District may require a medical opinion of a second health care provider chosen by the District. If the second opinion is different from the first, the District may require the opinion of a third provider approved by the District and the member. The opinion of the third provider will be binding.
- C. The District may require certification of the serious medical condition of a family member, including a health care provider's certification that the unit member is needed to care for the family member.

#### **10.13.7 Member Notice of Leave**

Although the District recognizes that emergencies arise which may require members to request immediate leave, members are required to give as much notice as possible of their need for leave. If leave is foreseeable, at least thirty (30) days notice is required. In addition, if a member knows that he/she will need leave in the future, but does not know the exact date(s) (e.g. for the birth of a child or to take care of a newborn) the member shall inform his/her supervisor as soon as possible that such leave will be needed. If the District determines that a member's notice is inadequate or the member knew about the requested leave in advance of the request, the District may delay the granting of the leave until it can, in its discretion, adequately cover the position with a substitute.

- 10.13.8** Upon conclusion of the leave, if the employee is able to resume his/her employment, he/she shall be reinstated to the same or comparable position as held prior to commencing such leave. The guarantee of reinstatement may not apply where for legitimate business reasons, unrelated to the taking of leave, the employee's position has been eliminated, provided the employee is accorded the same layoff and recall rights and status as he/she would have had if working at the time of layoff. Nothing herein precludes the District from dismissing the employee for cause (permanent) or for valid reasons (if probationary).

As a condition of restoration of a member whose leave was due to the member's own serious health condition, which made the member unable to perform his/her job, the member shall obtain and present a fitness-for-duty certification from a health care provider that the member is able to return to work. Failure to provide such certification will result in denial of restoration.

- 10.13.9** Request for Leave Unit members shall fill out the "Request for Family and medical leave Form" prepared by the District to be eligible for leave. This form will enable the District to satisfy its record keeping obligations.

#### **10.14 Job Sharing**

- 10.14.1** The District may authorize teams of two tenured unit members to share a full-time teaching assignment. The team may include a second-year probationary teacher who does not receive a notice of non-reelection by March 15.

- 10.14.2** Shared teaching assignments shall refer to two (2) unit members sharing one (1) full-time position. 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 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 tenured 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 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 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.
- 10.14.4** 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 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.
- 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 June 1 to review the responsibilities of the assignment, and again prior to the first student day to establish 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** Both unit members will maintain their place on the Employer'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 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 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. 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 tenure 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 11 - TRANSFERS & REASSIGNMENTS

11.1 A transfer refers to the movement of a unit member from one school to another within the district. A unit member assigned to more than one work site shall be considered as being transferred only when moved from one district program to another.

A reassignment is a change, within the same site, from one K-6 grade level to another or from one department to another. Changes to or from the positions of Educational Advisor, Counselor, Nurse, Librarian and Psychologist are considered reassignments within the meaning of this Article. Initial assignments are within the sole discretion of the district.

11.2 A request for transfer or reassignment may be unit member initiated (voluntary) or district initiated (involuntary). Involuntary transfers and reassignments shall be accomplished at the discretion of the district as set forth in this Article.

11.2.1 Involuntary transfers or reassignments shall not be made outside the major or minor fields of study and/or the areas of qualification as established by the unit member's credential(s) unless by mutual consent.

11.3 The District shall provide notice of known transfers or reassignments for the ensuing school year not later than May 30 where possible. Should additional transfers and/or reassignments become necessary after that date, affected unit members shall be notified as soon as possible.

11.4 When an involuntary transfer and/or reassignment occurs during the school year the transferred or reassigned unit member shall be provided up to two paid working days to effectuate the transfer through preparing and organizing his/her classroom environment and/or for observation purposes. The unit member may opt for one day, if the unit member believes only one day is necessary to accomplish the above purposes. No such transfer or reassignment shall result in a loss of compensation for the remainder of the school year excluding extra-duty assignments.

11.5 The District and/or site level management may initiate involuntary transfers and/or reassignments based upon the District's educational related needs. This may include, but is not limited to, transferring a teacher to another site due to declining enrollment. This transfer may take place at the beginning of the school year and/or mid-year. Such transfers or reassignments shall not be initiated on an arbitrary basis nor shall they be utilized in lieu of discipline. Prior to making an involuntary transfer and/or reassignment the District shall seek volunteers interested in making the needed assignment change. If an involuntary transfer and/or reassignment becomes necessary, it shall be based on appropriate credentials and seniority.

11.6 In the event of involuntary transfer or reassignment, the employee(s) shall be advised of the reasons therefor through a personal conference with the appropriate administrator five (5) days prior to the transfer or reassignment, unless said transfer or reassignment occurs within the first month of school or under extenuating circumstances.

Teachers to be involuntarily transferred or reassigned shall have the right to indicate duty preferences from a list of all available (i.e., open) bargaining unit positions for which they are qualified by virtue of credential and training, and the administrator(s) responsible for the transfer or reassignment shall make every effort to honor these preferences.

11.7 **Posting of Vacancies**

A vacancy is an opening which the district determines to fill; the district will post all such vacancies.

- 11.7.1 The District shall post in all school sites and on the district's web site all certificated vacancies as they occur.
- 11.7.2 Each posting shall contain the following information:
- A. Site location(s) of the vacancy
  - B. Qualifications shall include, but not be limited to:
    - 1. Grade level or subject matter experience
    - 2. Credential requirements
    - 3. Service requirements
    - 4. Special qualifications
  - C. Job description and typical responsibilities.
- 11.7.3 All postings shall include the closing date for filing. The closing date for current employees shall be no less than ten (10) days after posting and the email transmission described in Article 11.7.1 above
- 11.7.4 The District and the Association support a unit member's right to change work locations. A voluntary transfer request shall not be denied arbitrarily, capriciously, or without basis in fact. For any vacancy, both internal and external applications shall be accepted until the close of the posting period. At the close of the posting period all internal applicants and qualified external applicants shall be interviewed by a site interview panel. The composition of the site interview panel shall be mutually agreed to by the site administration and the site Association representatives.
- 11.7.5 Vacancies which occur during the summer shall be posted. The announcements of vacancy shall be sent to unassigned employees, unassigned employees who are on leave and who have requested in writing such notice, and to employees who have applied for a comparable position (i.e. school, grade and/or subject matter) within the twelve (12) months preceding the posting date.
- 11.7.6 A request for a transfer or reassignment shall be maintained in an "active" file for twelve (12) months following receipt of the request and for that twelve (12) month period the Administration shall consider the request in connection with subsequent posted vacancies for positions comparable (i.e. school, grade and/or subject matter) to those listed in the request for transfer or reassignment.
- 11.7.7 Classroom teachers who desire to transfer or be reassigned shall file an application with the Personnel Office, which shall return a copy to the applicant with appropriate acknowledgment of receipt. Such application shall include the school or schools and grade level and/or subject matter to which the unit member desires to be transferred or reassigned in order of preference.
- 11.7.8 The request for transfer or reassignment application form shall be posted on the District web site no later than March 20 each year. Additional copies shall be available at each school site as well as both the District and Association offices.
- 11.7.9 In the event two or more unit members with state required credentials for the position apply for a vacancy, the unit member with the greatest seniority shall receive the transfer.
- 11.7.10 All applicants shall receive a notice of the disposition of their application in case of a vacancy for which they have indicated a desire to be considered within 30 work days. Applicants not selected shall, upon request, be given preference rating for the position unless more than five (5) employees requested consideration for the position. In that event, applicants shall receive notice, upon request, only as to whether or not they were rated in the top five (5) applicants and if so, in what order they were rated. All

applicants not selected shall, upon request, be granted a follow-up contact to receive verbal feedback regarding their interview.

- 11.8 Unit members who must be transferred as a result of a school closing or loss of enrollment shall have the right of first preference and first refusal on all vacancies for which they are qualified and credentialed. The order of establishing first preference and first refusal shall be based upon the length of service in the district of those unit members who are being transferred, provided the qualification and credential requirements are met.
- 11.9 The District will ensure that each site publicizes and informs its staff in writing when extra duty opportunities are available at the site in a timely manner.
- 11.10 For openings, which occur between June 1 and October 1, voluntary changes in positions for the following year shall be handled as follows:
  - 11.10.1 The District shall provide to all unit members by posting on the District web site and sending notification of such action via transmission of a mass e-mail a Special Voluntary Transfer Request Form with a deadline for filing which is no sooner than five (5) working days following the Personnel Office announcement and the e-mail transmission described above. Unit members who desire to be considered for any vacancies shall be required to fill out the form. At a minimum the form will require the following specific information: School or work site desired, special considerations, and, where more than one school or work site is indicated, priority order of choices.
  - 11.10.2 Unit members who submit such forms in a timely manner will be eligible for consideration for any vacancy which (1) has already been posted or which (2) may subsequently occur up to the opening of the ensuing school year. Requests for transfer may be withdrawn at any time; if an employee is selected for a voluntary transfer, he/she may decline the offer.

## ARTICLE 12 - CONCERTED ACTIVITIES

- 12.1 It is agreed and understood that there will be no strike, work stoppage, slow-down, picketing in connection therewith, or other interference with the operations of the district by the Association or by its officers, agents or members during the term of this Agreement, or any agreed upon extension thereof, including compliance with the request of other labor organizations to engage in such activity. This clause applies regardless of whether or not a dispute is subject to the Grievance/Arbitration clause of this Agreement.
- 12.2 The Association recognizes the duty and obligations of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a non-Association authorized strike, work stoppage, slow-down, or other interference with the operations of the Employer by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.
- 12.3 Neither the submission of this proposal, nor its violation or expiration, shall prejudice the district's legal position that the above activities are or may be independent violations of the law, illegal notwithstanding this Article.
- 12.4 During the term of this Agreement, or any agreed upon extension thereof, the district will not lock out bargaining unit members.

## ARTICLE 13 - GRIEVANCE PROCEDURE

### 13.1 Definitions

13.1.1 A "**grievance**" shall be defined as a written statement by a grievant citing a specific section of the contract that has allegedly been violated or misapplied and a statement of redress requested.

The interpretation or application of District policies, rules and regulations shall be expressly excluded from the definition of a "**grievance**" in the Agreement. The Board shall maintain a policy/regulation establishing an orderly process for individuals within the unit to challenge the application of policies/regulations that are outside the scope of negotiations.

13.1.2 A "**grievant**" is the Association or a unit member filing a grievance.

13.1.3 "**Days**" are working days of unit members. Either party may postpone the processing of a grievance for the duration of a vacation period.

13.1.4 The "**Informal Step**" in this procedure is a required conference between the unit member with the problem and the appropriate administrator.

13.1.5 "**Association representative**" is the exclusive bargaining agent selectee.

13.1.6 The "**appropriate administrator**" is the lowest level administrator having immediate jurisdiction over the grievant who has been designated by the District to adjust grievances.

### 13.2 General Principles

13.2.1 All unit members have the right to file grievances in good faith without fear of prejudice or reprisal.

13.2.2 It is in the best interest of all concerned that all grievances be settled as quickly as possible in an orderly process, and at a level as close to the focus of the grievance as is practical.

13.2.3 All grievances shall be in writing and shall be initiated on the District Grievance form. The form may be secured from the principal's secretary at the local school or from the Assistant Superintendent at the district office.

13.2.4 The grievant has the right to request an Association representative at each step of the grievance procedure.

13.2.5 Grievances or disposition hereof should not be entered in the employee's personnel file.

13.2.6 If the same complaint or substantially the same complaint is made by more than one unit member against one respondent, only one unit member on behalf of himself/herself and the other named grievant may process the complaint through the grievance procedure. Names of all aggrieved parties shall appear on any documents related to the settlement of the grievance.

13.2.7 The grievance shall be a clear, concise and specific statement, stating the circumstance on which the grievance is based; the persons involved; the citations of pertinent sections of the Agreement; and the remedies which he/she has sought. The grievant shall send a copy to all interested parties.

- 13.2.8 Prior to the filing of a grievance, the grievant shall meet with the appropriate administrator in all cases and both shall make a conscientious effort to resolve the controversy, dispute or disagreement.
- 13.2.9 Either party to the grievance shall have the right to request an additional conference at any step of the procedure to resolve the grievance. Either party may elect to have a representative present at such a conference.
- 13.2.10 No grievance shall be recognized by the District or Association unless filed and presented no later than thirty (30) days after the alleged grievance is known or should reasonably have been known by the grievant. At any level of the procedure the time limits may be extended by mutual written agreement.

### 13.3 Steps in Grievance Procedure

#### 13.3.1 Step 1

- A. The grievant shall send a statement of grievance in writing to his/her administrator and to the Assistant Superintendent. Within ten (10) days of receipt of the formal grievance, the administrator shall confer with the grievant and appropriate representative requested.
- B. The administrator shall communicate a decision to the employee in writing within ten (10) days after receiving the grievance. If the administrator does not respond within the time limits, the grievance may be moved to the next level. Within the above time limits, either party may request a personal conference with the other party.
- C. Within forty-eight (48) hours of the decision, copies of the decision shall be delivered to the grievant and to all parties of interest.

#### 13.3.2 Step 2

- A. The grievant may appeal the decision from Step 1 to the Assistant Superintendent within ten (10) days after receipt of the Step 1 decision. This appeal shall be presented in writing with all documents developed and used in Step 1, and shall be available to all parties of interest.
- B. The Assistant Superintendent will notify all involved parties of interest of the request for appeal.
- C. Within ten (10) days of receipt of the appeal, the Assistant Superintendent shall confer with the grievant and appropriate representative.
- D. The Assistant Superintendent shall communicate a decision in writing within ten (10) days after receiving the appeal. Either the grievant or the Assistant Superintendent may request a personal conference within the above time limits. If the Assistant Superintendent does not respond within the time limits, the grievance may be appealed to the next level.
- E. Within forty-eight (48) hours of the decision, copies shall be delivered to the grievant and all parties of interest.

#### 13.3.3 Step 3

- A. The grievant may appeal the decision from Step 2 to the Superintendent within ten (10) days after receipt of Step 2 decision. The appeal shall be in writing.
- B. Within ten (10) days of receipt of the appeal, the Superintendent shall confer with the grievant and appropriate representative.
- C. The Superintendent or designee shall communicate a decision within ten (10) days after receiving the appeal. If the Superintendent or designee does not respond within the time limits, or the grievant is not satisfied with the Superintendent's decision, the grievant may appeal the decision in writing within ten (10) days to the Board of Education. The Board, in its sole discretion, may within fifteen (15) days choose to review or not to review the decision. In the event the Board chooses not to review the decision, it shall so notify the grievant in writing. In the event the Board chooses to review the decision, it shall so notify the grievant; and may

request the taking of additional testimony or the presentation of additional documentary evidence. The Board shall, following review, render its written decision within thirty (30) days following the decision to review.

- D. Within forty-eight (48) hours of the decision, copies shall be delivered to the grievant and to all parties of interest.

#### 13.3.4 Step 4 - Arbitration

- A. If the grievant is not satisfied with the decision at Step 3, s/he may within ten (10) days request the Association to submit the grievance to **final and binding arbitration**. If the Association concurs with the employee's request for arbitration, the Association shall within twenty (20) days of the Superintendent's decision submit a request in writing to the Superintendent for arbitration of the dispute, and the District shall comply with the request.
- B. The Association and the District shall attempt to agree upon an arbitrator and if no agreement can be reached, the parties shall request the California Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the Arbitrator. The order of striking shall be determined by lot.
- C. The fees and expenses of the Arbitrator and the hearing shall be borne equally by the District and the Association. All other expenses shall be borne by the parties incurring them. Unless the parties mutually agree to share the expenses, the cost of the services and expenses of the court reporter shall be paid by the party requesting same.
- D. The Arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues that were submitted to arbitration. If the parties cannot agree upon a submission agreement, the Arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each level. If either party raises an issue of arbitrability, such party raising the issue may request, by written notice to the other party 48 hours in advance of the hearing, a separate hearing on the issue arbitrability. Such decision may, upon agreement of the parties, consist of a decision without written opinion. No hearing on the merits of the case will be conducted until the issue of arbitrability has been decided. The Arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement. After a hearing and after both parties have had an opportunity to make arguments, the Arbitrator shall submit in writing, as soon as possible to all parties, the finding of facts and/or an award. The award may be given without written arguments or written opinion if both parties agree. The decision of the Arbitrator, within the limits prescribed, shall be final and binding upon the parties to the dispute.

### 13.4 Representation

13.4.1 Any unit member may at any time present grievances to the District and have such grievances adjusted without the intervention of the Association, as long as the adjustment is reached prior to arbitration and the adjustment is not inconsistent with the terms of this Agreement -- provided that the District shall not agree to the resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response. Upon request of the grievant and the concurrence of the Association, the grievant may be represented at any stage of the grievance procedure by a representative of the Association.

13.4.2 The Association will exclusively receive time off from duties for the processing of grievances under Article 13 herein for unit members who are designated as Association representatives. The Association will identify grievance representatives to the Superintendent no later than November 1st of each school year.

## ARTICLE 14 - INTERMEDIATE DISCIPLINE

- 14.1** The district retains the right to discipline unit members for just cause. Progressive discipline procedures (verbal warnings, written warnings, letters of reprimand for placement in the unit member's personnel file, suspension with pay, or suspension without pay for up to fifteen (15) working days in any one school year) shall apply except where the serious nature of the offense may require the District to directly impose a written warning, written reprimand, or suspension without pay. Discipline shall not include denials of leaves, involuntary transfers, dismissal, non-reelection, or suspensions for more than (15) working days. In the exercise of this right to discipline for just cause the district will not act arbitrarily, capriciously, or in violation of the terms of this Agreement or applicable provisions of the Education Code.
- 14.1.1** The District shall, concurrently with notification to the unit member of any contemplated disciplinary action, also notify the unit member of their right to Association representation and their right to appeal said action by filing a grievance as provided in Article 13 of this Agreement. The notice shall contain a specific statement of the act(s) or infraction(s) upon which the disciplinary action is based, the proposed disciplinary action to be taken by the District, and a statement of the rules, regulations, policies, directives, or statutes that the unit member is alleged to have violated. A unit member shall not be disciplined for any violation of rules, regulations, policies, directives, or statutes of which the employee has not been apprised. The District shall keep all information or proceedings regarding any such actual or proposed disciplinary action confidential.
- 14.1.2** Suspensions may be without pay, but shall not reduce or deprive the unit member of health and welfare benefits.
- 14.1.3** This Article shall not reduce the rights of permanent bargaining unit members contained in Education Code sections 44932 and 44944 nor shall it limit the District's right to discipline unit members under the Education Code.
- 14.2** In order to be timely filed, a charge must be initiated no later than thirty (30) calendar days following the act or occurrence upon which the charges are based, or thirty (30) calendar days following the date the district reasonably should have known of the act or occurrence.
- 14.3** In imposing discipline, the district will not take into account any prior charges which occurred more than four (4) years preceding the date of the charge or charges giving rise to the discipline.

## ARTICLE 15 - SAVINGS AND SEPARABILITY

- 15.1 In the event any provisions of this Agreement are held to be contrary to the law by a court of competent jurisdiction inclusive of appeals, if any, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue and remain in full force and effect.
- 15.2 In the event such provisions are invalidated as described above, the parties shall, upon request, meet no later than fifteen working days after such request to discuss the impact of such a holding and to negotiate possible alternative provisions.
- 15.3 Any individual contract between the Board and an individual unit member shall be subject to and consistent with the provisions of this Agreement which shall prevail over any conflicting provision(s) of such individual contract.

## ARTICLE 16 - ANTI-DISCRIMINATION POLICY

- 16.1 Neither the District nor the Association shall discriminate unlawfully against any unit member on the basis of race, color, religion, creed, ancestry, national origin, gender (including sexual harassment and pregnancy), age (over 40), marital status, medical condition, mental or physical disability or sexual orientation. Both the District and the Association express strong disapproval of any unlawful discriminatory or harassing conduct on the part of any unit member.
- 16.2 The District encourages unit members to report complaints of discrimination or harassment without fear of retaliation. Unit members wishing to complain about discrimination or harassment should contact their immediate supervisor. If they are dissatisfied with the action taken by their immediate supervisor, or if their supervisor is the discriminating or harassing individual, unit members should contact the following person:

Assistant Superintendent, Human Resources  
Redondo Beach Unified School District  
1401 Inglewood Avenue  
Redondo Beach, CA 90278

Complaints of sexual harassment must be processed through the specifically applicable board policy.

## ARTICLE 17 - NOTICES

- 17.1 All notices required by this Agreement shall be transmitted to the parties as follows:
- 17.1.1 **For the Association:** Executive Director, Redondo Beach Teachers Association, 3551 Voyager Street #105, Torrance, California 90503; and/or
  - 17.1.2 **For the District:** Superintendent, Redondo Beach Unified School District, 1401 Inglewood Avenue, Redondo Beach, California 90278.
  - 17.1.3 As soon as possible following the compilation of the Agreement by the parties, the District shall provide the Association a sufficient number of copies of the Agreement to distribute to all unit members.

## ARTICLE 18 - SUMMER SCHOOL

- 18.1 Summer school teachers shall be selected first from the ranks of the regular full-time teaching staff of the Redondo Beach Unified School District. Based upon the needs of the instructional program, the District retains the right to determine qualifications of employees subject to the following criteria:
- (1) Credential Authorization
  - (2) Currently teaching in the level/subject area
  - (3) Skill/Competence
  - (4) Current Status, in the following priority order
    - (a) Permanent
    - (b) Probationary
    - (c) Temporary
    - (d) Substitute
- 18.2 The above criteria being equal, the applicant having had a summer school assignment least recently will be chosen.
- 18.3 Teachers will be retained during the summer session as long as student attendance justifies continuance of the class being taught.
- 18.4 Beginning with the 2008 Summer School, the District shall pay teachers assigned to summer school, thirty-six (\$36.00) per hour for each hour (or portion thereof) assignment of required on-site time.
- 18.5 Unit members may use two (2) days of accumulated sick leave at their discretion during summer school. Unit members splitting a summer school assignment may use one (1) day each of accumulated sick leave at their discretion. No paid leave days are available the work day before and/or the work day following a holiday.
- 18.6 For any summer school assignment in which the unit member has perfect attendance, the unit member shall earn one day of accumulated sick leave.

## ARTICLE 19 – SPECIAL EDUCATION

- 19.1 The District and the Association acknowledge that Article 19-Special Education includes but is not restricted exclusively to Response to Intervention (Rti), Special Day Class (SDC), Resource Specialist Program (RSP), Learning Center, and the Speech and Language Program.
- 19.2 An evaluation of the Special Education program will take place annually. The District, Association, and a third party evaluator paid for by the District, will work collaboratively in the process. A report of findings and recommendations will be made available to the Superintendent by August 15.
- 19.3 Professional development activities specific to Special Education will be available to teachers each school year.