

## RBTA—RBUSD Tentative Agreement

July 8, 2020

### 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, 2017~~20~~20, and shall remain in full force and effect up to and including June 30, 2020~~23~~. and from year-to-year thereafter unless modified by the parties as hereafter provided: No sooner than May 1, 2018~~21~~21 and no later than June 30, 2018~~21~~21 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 ~~2018-2019~~ 2021-2022 and ~~2019-2020~~ 2022-2023 shall be salary, benefits, up to three (3) other articles per year per party, and any other articles mutually agreed to by the parties.

#### Article 3

~~3.4.2 The District shall provide the Association Leadership upon request a current list of district cellular telephone numbers and to whom each number is assigned.~~

#### ~~3.4.3~~

#### Article 4

##### 4.1

~~Beginning with the 2013-2014 school year:~~

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

implemented by the site principal in consultation with school-site leadership teams elected pursuant to 3.1.6.3.

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

4.1.2 ~~Beginning with the 2015-16 school year, the work-year of unit members currently scheduled to work 183 days will be increased to 184 days through the addition of one paid non-student day for the purpose of participating in professional development planned and developed by District Leadership in conjunction with school-site leadership teams selected pursuant to 3.1.6.3. Beginning with the 2016-17 school year and ongoing, the work-year of those same unit members will be increased to~~ shall be 185 days, which includes through the addition of a second two paid non-student days for this the purpose of participating in professional development.

## Article 5

~~5.9 Moved to Article 11.11.~~

## Article 7

~~7.4~~ 7.2 Athletic Coach

~~7.4.1~~ 7.2.1 Coaching and assignments shall be recommended by the principal after consultation with the Athletic Director.

~~7.4.2~~ 7.2.2 The District shall authorize the sports to be offered and the number of coaches needed.

~~7.4.3~~ 7.2.3 Coaches shall be paid pursuant to the coaching pay schedule attached as Appendix B.

~~7.4.4~~ 7.2.4 Assignments to assist coaching positions shall be Assistant Coach.

~~7.5~~ 7.3 All Other Extra Duty Stipends

~~7.5.1~~ 7.3.1 ~~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 Teacher Induction Program will to determine the amount of the a mentor stipend for support providers per beginning teacher on an annual basis. The stipend shall remain consistent for the duration of the two-year mentor commitment.

~~7.5.2~~ 7.3.2 Middle School stipends shall be distributed annually based on demonstrated need at each site. ~~Money designated for non-existent positions~~ Stipends may be applied to similar positions subject to the concurrence of the site administration and the ~~site faculty~~ affected bargaining unit members.

~~7.5.3~~ 7.3.3 Bargaining unit members serving on District interview panels outside of regular school hours or outside of the regular school year shall be paid at the extra-duty rate.

#### ~~7.6~~ 7.4 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~~ 7.5 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 18 absent or otherwise deems it necessary and arrangements are made to release the teacher from his/her teaching responsibilities.

#### ~~7.8~~ 7.6 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~~ 7.7 Mileage

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

#### ~~7.10~~ 7.8 Placement

##### ~~7.10.1~~ 7.8.1 Units

(A) All column headings indicate requirements in semester units. "Semester Unit" means one semester hour of upper division graduate level work from an accredited institution. Transcripts indicating quarter-unit work will be evaluated in semester-unit equivalents, with one quarter unit equaling 2/3 semester units. In the case of initial placement, approval of such units shall be within the discretion of the district. (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~~ 7.8.2 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~~ 7.8.3 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~~ 7.8.4 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~~ 7.8.5 A combination of military and/or teaching experience may not exceed ten (10) years for original placement.

~~7.11~~ 7.9 Advancement

~~7.11.1~~ 7.9.1 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~~ 7.9.2 Advancement from Group to Group

The request for advancement must be submitted to the Human Resources 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.

~~7.13.1~~ 7.10 Daily Rates

~~7.13.1~~ 7.10.1 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~~ 7.10.2 The district will pay unit members their regular daily salary rate when such unit members are employed to work beyond the regular school year.

~~7.13.3~~ 7.10.3 Teachers shall have the opportunity to indicate their interest in being assigned supplemental teaching duties in areas of need as designated by the District and described in a direct communication with bargaining unit members at the beginning of each school year. The District will select from those indicating interest.

~~7.14~~ 7.11 Department Chairpersons

~~7.14.1~~ 7.11.1 Department Chairpersons will be paid pursuant to the schedule attached as Appendix C.

~~7.14.2~~ 7.11.2 If the department chair is shared, the amount of compensation allowed for the size of the total department must be shared.

~~7.14.3~~ ~~Language deleted.~~

~~7.14.4~~ 7.11.3 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~~ 7.12 Bargaining unit members assigned to Library

~~7.15.1 School librarians~~ 7.12.1 Bargaining unit members assigned to the library will be paid a stipend pursuant to the schedule attached as Appendix C.

~~7.15.2 School librarians and/or~~ 7.12.2 Bargaining 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~~ daily rate for every each additional day worked.

~~7.16~~ 7.13 Counselors, Psychologists 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~~ 7.14 Directors of Student Activities/Athletics

When authorized, the directors of student activities and athletics, in grades 9-12 only, 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~~ 7.15 Additional High School Class, Counseling or Educational Advisor Assignment

~~7.18.1~~ 7.15.1 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.

~~7.18.1.1~~ 7.15.1.1 Teachers shall have the opportunity to indicate their interest in being assigned extra teaching sections prior to the start of the school year. The site administrator will choose from those indicating interest and will provide a rationale for the assignment to those not chosen.

7.15.1.2 Where possible, the opportunity to teach extra sections shall be rotated amongst members of the department each year. If a 120% assignment has not been necessary in a department for more than 5 years, it shall be offered to the department members following the order of district seniority.

~~7.18.2~~ 7.15.2 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~~ 7.15.3 Any counselor or Educational Advisor assigned counseling responsibilities of a seventh hour for a semester or the remainder thereof, shall receive sixteen and two thirds percent (16.67%) of his/her annual pay prorated.

~~7.18.4~~ 7.15.4 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~~ 7.16 Supervising Teachers

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

~~7.20~~ 7.17 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~~ 7.18 Teachers of Combination Classes During the period that a ~~K-6~~ K-5 teacher is actually assigned to teach a combination class, such a teacher shall be paid a stipend pursuant to the schedule attached

as Appendix C. Where possible, this duty shall be rotated amongst the teachers at a site each year based on district seniority (within impacted grade levels). For purposes of this section, a combination class exists where students from two or more grades in 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.

~~7.22~~ 7.19 Members of the RBTA Bargaining Unit participating in academic overnight programs not associated with programs, activities or duties for which a stipend is already paid shall receive a stipend according to the following guidelines:

1-2 Nights \$300

3+ Nights \$400

~~7.23~~ 7.20 Bargaining unit members who share a classroom with a Child Development Center (CDC) teacher will receive a \$250 yearly stipend to be paid before the end of the school year. Where possible, the assignment of sharing a room with a CDC teacher shall be rotated among the teaching staff.

## **Article 8**

8.1 Effective October 1, 2008, the employee shall make the contributions tenthly toward the payment of premiums for eligible unit members as indicated in Appendix E. The District will continue to make the contributions as provided in Appendix E for unit members' health and welfare benefits. For the ~~2019-20~~ 2020-21 school year, the District shall pay 100% of all increases to health care premiums, with the District-paid portion for major medical capped at the rate of the medical plan that enrolled the largest number of District employees in the immediately preceding year.

## **Article 9**

9.3.6 Phase 5 – Final Reflection:

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

## **Article 10**

10.1.5 Upon reasonable belief of abuse of sick leave, and upon request by district management, verification of any absence related to illness shall be achieved through one (1) of the following two (2) methods:

10.1.5.1 ~~a~~ A unit member shall be required to ~~present a certificate signed by the unit member~~ verifying the actual illness or injury, ~~or~~ by presenting ing a certificate signed by a medical authority.

10.1.5.2 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.

## 10.12 Personal Unpaid Leaves

The District may grant leaves of absence without pay for reasons other than those generating other leaves under this Article. Unit members who wish to apply for personal unpaid leave must obtain prior approval of their immediate supervisor and submit their application to the District Office of Human Resources by ~~May 1~~ April 15 for leaves encompassing either the fall semester or the entire school year. Applications received after ~~May 1~~ April 15 may be subject to summary denial. Unit members will be informed by the Assistant Supervisor of Human Resources or designee by May 15 if the approval for leave was granted or denied.

10.13.9.1 When ~~Request for~~ requesting a ~~Leave~~, Unit members shall fill out the "~~Request for Family and medical leave~~ Leave of Absence Form" and "FMLA Certification of Health Care Provider" form, ~~when applicable, prepared by the District to be eligible for leave which can be found on the District website.~~ These forms will enable the District to satisfy its record keeping obligations.

10.14.1 The District may authorize teams of two ~~tenured permanent~~ unit members to share a full-time teaching assignment. The team may include a ~~second-year probationary certificated unit members who are currently, or, as of the effective date of the job share, will be, permanent-teachers only, effective the start date of the job share, who does not receive a notice of non-re-election by March 15.~~

## Article 11

11.1 A reassignment is a change, within the same site, from one ~~K-6~~ K-5 grade level to another or from one department to another. A teacher in a combination class shall be considered a member of both grade levels.

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.

11.8.1 Everything else being equal, the tie breaker, and who will have seniority rights, will be determined by a point system. One point will be assigned for the following criteria:

a) One point for each additional credential



b) One point for a BCLAD

c) One point for each Master's or Doctorate degree

d) One point for each year teaching with a clear credential (within and outside RBUSD)

### **Article 13**

#### 13.3 Steps in Grievance Procedure

Prior to Step 1, the grievant shall meet with the appropriate administrator and both shall make a conscientious effort to resolve the controversy, dispute, or disagreement. This may be called the informal step.

##### 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) work days after meeting with the grievant (if applicable) or 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) work days after meeting with the grievant (if applicable) or 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) work days after receiving the appeal or meeting with the grievant (if applicable).
- 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-Mediation

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.~~ mediation prior to arbitration shall be pursued. A request for mediation must be submitted in writing to the District within ten (10) days of a written decision being rendered or should have been rendered at Step 3. Within ten (10) working days of requesting mediation, the Association shall request that a mutually agreeable mediator from the California State Mediation Service, or from any other dispute resolution center, be assigned to assist the parties in the resolution of the grievance. No later than 30 days following the request for mediation, the mediator shall meet with the grievant, the Association, and the Superintendent or designee for the purpose of resolving the grievance. The timeline may be extended by mutual agreement of the parties. If an agreement is reached, the agreement shall be in writing, shall be signed, and shall constitute a settlement of the grievance.

### ~~13.3.4 Step 4~~ 13.3.5 Step 5-Arbitration

- A. If the grievant is not satisfied with the decision at ~~Step 3~~Step 4, 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.

## **Article 14**

14.5 An employee may appeal a Notice of Intermediate Discipline by filing a grievance within 10 (work) days from the receipt of the Notice of Discipline.

## **Article 16**

Neither the District nor the Association shall discriminate unlawfully against any unit member on the basis of race or ethnicity, color, religion, creed, ancestry, national origin, gender (including sexual harassment and pregnancy), gender identity, gender expression, 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.

## **Article 19**

### 19.3 Co taught classes

19.3.1 Each co-taught class must have an appropriately certified and appointed special education teacher and an appropriately certified and appointed general education (or content area) teacher. Both of these teachers shall receive adequate training and preparation for co-teaching. The District shall make an effort to schedule common preparation time during the school day to plan and evaluate curriculum and assessments for all students in the co-taught class.

19.3.2 The general education or content area teacher and the special education teacher shall share all duties associated with all students registered in the co-taught class, whether they have an IEP or not. This may include, but is not limited to; grading, communicating with parents, planning and delivering curriculum, and attending IEP or 504 meetings.

19.3.3 The District will make every effort to ensure the number of students with IEPs in a co-taught class may not exceed one third of the total class roster.

19.3.4 Co-teachers shall receive two (2) planning days per quarter in which to collaborate.

19.3.5 When one of the co-taught teachers is absent, their position will be filled by a substitute. If the substitute request isn't filled, the remaining teacher shall be paid at the period substitution rate.

19.3.6 The District shall make every effort not to assign a special education teacher in a co-teach position to more than two general education teachers per school year.

19.3.7 Both co-teachers shall have keys and access to the classroom as well as a desk/work station in the classroom.

19.3.8 At the end of each school year, site administrators will conference individually with each co-teacher to discuss their experiences in the program.

## **Stipend Table**

13 Director – Percussion HS 2.5% Group III, Step 5, 66, 630.00 833.20 Per semester