

MASTER CONTRACT

BETWEEN THE

REDONDO BEACH CITY SCHOOL DISTRICT

AND THE

REDONDO BEACH CITY TEACHERS ASSOCIATION

October 20, 1981 - June 30, 1983

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1 1. PREAMBLE:

2 This is an Agreement made and entered into this 20th
3 day of October, 1981, between the Redondo Beach City School
4 District ("District") and the Redondo Beach City Teachers Assoc-
5 iation, an affiliate of South Bay United Teachers, California
6 Teachers Association, and the National Education Association
7 ("Association"). This Agreement shall remain in full force and
8 effect up to and including June 30, 1983, and from year to year
9 thereafter unless either party submits a request to the other to
10 terminate, modify or amend the Agreement as provided below: No
11 sooner than February 1, 1983, or February 1 of any successive year,
12 and no later than March 15, 1983, or March 15 of any successive
13 year, the party wishing to terminate, modify or amend the Agree-
14 ment shall submit in writing to the other party its request to
15 do so, accompanied by its initial proposals for a successor
16 Agreement. Meeting and negotiating in connection with such pro-
17 posals as well as appropriate counter-proposals shall commence
18 no later than April 15, 1983, or April 15 of any successive year.

19 "Subject to the same time constraints outlined above,
20 (except that the year shall read '1982'), either party may re-
21 open this Agreement for the purpose of negotiating 1982-83
22 salaries. In the event of such reopener each party may select
23 two additional items for the purpose of such reopener. The
24 length of the student contact day is specifically excluded from
25 the 1982-83 reopener.

26 "Except as provided above, during the term of this
27 Agreement, neither party shall be required to negotiate with
28 respect to any matter whether or not covered by this Agreement

1 and whether or not within the knowledge or contemplation of
2 either or both of the parties at the time they negotiated or
3 signed this Agreement.

4 "This Agreement terminates and supersedes all past
5 practices, agreements, traditions and rules or regulations con-
6 cerning the matters covered herein."

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1 Article 1: RECOGNITION

2 1.1 The District confirms its recognition of the
3 Association as the exclusive representative for the employees
4 in the representation unit which is comprised of the following
5 positions: Classroom Teachers; Psychologist; Counselor; Nurse;
6 Instrumental Music Teacher; Gate Teacher and Resource Specialists;
7 Home Teacher, and Substitute and Part-time/Regular employees who
8 work one-fourth or more time worked by full-time unit members in
9 a comparable position; and excluding all other positions not
10 specifically enumerated above which includes, but is not limited
11 to: Part-time/Casual Employees; Substitute employees who work
12 less than one-fourth the time worked by full-time unit members;
13 Superintendent; Deputy Superintendent; Directors; Principal;
14 Coordinator of Instructional Support; and Director of Children's
15 Center.

16 1.2 The parties agree that the unit is appropriate and
17 that they will not seek clarification of the unit either as to
18 the specific exclusions or the enumerated inclusions.
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1 Article 2: GRIEVANCE PROCEDURE

2 2.1 DEFINITIONS

3 2.1.1 A "grievance" is a formal written allegation by
4 a unit member or members that he/she/they have been affected by
5 an alleged violation, misrepresentation or misapplication of the
6 specific terms of this Agreement. Actions to challenge or change
7 the policies of the District as set forth in the rules and
8 regulations or administrative regulations and procedures must be
9 undertaken under separate legal processes.

10 2.1.2 For purposes of the Grievance Procedure, a "day"
11 is a day on which the unit member is scheduled for duty. Either
12 party may postpone the processing of a grievance for the duration
13 of a vacation period.

14 2.1.3 The "immediate supervisor" is the lowest level
15 administrator having immediate jurisdiction over the grievant.

16 2.2 TIME LIMITS

17 In order to be timely filed, a grievance must be in-
18 itiated no later than thirty (30) days following the act or
19 occurrence upon which the grievance is based, or following the
20 date the grievant reasonably should have known of the act or
21 occurrence. Failure by the grievant to meet any time limits
22 constitutes a waiver of the grievance. Failure by the District
23 to meet any time limits allows the grievant to proceed to the
24 next step. At any level of the procedure the time limits may
25 be extended by mutual written agreement.

26 2.3 INFORMAL LEVEL

27 Before filing a formal written grievance, the grievant
28 shall attempt to resolve it by informal conference with the

1 grievant's immediate supervisor.

2 2.4 FORMAL LEVEL

3 2.4.1 LEVEL I Within ten (10) days after the informal
4 conference, the grievant may present such grievance in writing
5 on the appropriate form to the immediate supervisor.

6 This statement shall be a clear, concise statement of
7 the grievance, the circumstances involved, the specific provision
8 of the Agreement alleged to have been violated, misinterpreted
9 or misapplied, the decision rendered at the informal conference,
10 and the specific remedy sought.

11 The supervisor shall communicate a decision to the
12 employee in writing within ten (10) days after receiving the
13 grievance. If the supervisor does not respond within the time
14 limits, the grievant may appeal to the next level.

15 Within the above time limits either party may request
16 a personal conference with the other party.

17 2.4.2 LEVEL II In the event the grievant is not
18 satisfied with the decision at Level I, the grievant may appeal
19 the decision on the appropriate form to the Director of Per-
20 sonnel within ten (10) days.

21 This statement should include a copy of the original
22 grievance, the decision rendered, and a clear, concise statement
23 of the reasons for the appeal.

24 The Director of Personnel shall communicate a decision
25 in writing within ten (10) days after receiving the appeal.
26 Either a grievant or the Director of Personnel may request a
27 personal conference within the above time limits. If the Director
28 of Personnel does not respond within the time limits, the grievant

1 may appeal to the next level.

2 2.4.3 LEVEL III If the grievant is not satisfied with
3 the decision at Level II, he may within ten (10) days appeal the
4 decision on the appropriate form to the Superintendent or his
5 designee.

6 This statement shall include a copy of the original
7 grievance and appeal, the decisions rendered and a clear, concise
8 statement of the reasons for the appeal.

9 The Superintendent or his designee shall communicate
10 his decision in writing to the grievant within ten (10) days.
11 If the Superintendent or his designee does not respond within the
12 time limits provided, the grievant may appeal to the next level.

13 2.4.4 LEVEL IV In the event that the grievant is not
14 satisfied with the Superintendent's decision, the grievant may
15 appeal the decision in writing within ten (10) days to the Board
16 of Education.

17 The Board, in its sole discretion, may within fifteen
18 (15) days choose to review or not to review the decision. In
19 the event the Board chooses not to review the decision, it shall
20 so notify the grievant in writing. In the event the Board chooses
21 to review the decision, it shall so notify the grievant; and may
22 request the taking of additional testimony or the presentation
23 of additional documentary evidence. The Board shall, following
24 review, render its written decision within thirty (30) days
25 following the decision to review.

26 2.4.5 LEVEL V In the event that the grievant is not
27 satisfied with the Board's Decision, he/she may submit the grie-
28 vance to the Association which shall have the exclusive authority
to decide whether or not to request arbitration of the grievance.

1 If the Association requests arbitration it must do so within
2 twenty (20) days following the Board's Decision.

3 In the event that the Board chooses not to review the
4 matter, and the grievant wishes to pursue the matter further, he/
5 she may submit the grievance to the Association which shall
6 have the exclusive authority to decide whether or not to request
7 arbitration of the grievance. If the Association requests arbi-
8 tration it must do so no later than twenty (20) days following
9 the grievant's receipt of the Board's Notice of Intention Not to
10 Review the Matter.

11 All requests for arbitration must be submitted in
12 writing.

13 Upon receipt of a request for arbitration, the parties
14 shall request either the California Conciliation Service or the
15 Federal Mediation and Conciliation Service to supply a panel of
16 seven (7) names. The parties shall select the arbitrator from
17 that panel by alternately crossing out names. This procedure is
18 not intended to preclude the parties' mutually agreeing upon an
19 arbitrator prior to requesting a panel from the above conciliation
20 services.

21 As soon as possible after his selection, the arbitrator
22 shall schedule a hearing wherein relevant testimony and document-
23 ary evidence may be introduced. The parties shall supply the
24 arbitrator with a written submission of the issues to be heard.

25 The arbitrator shall have no power to add to, subtract
26 from or modify the terms of this Agreement or of the written
27 policies, rules, regulations and procedures of the District.

28 The fees and expenses of the arbitrator and of the

1 transcript, if any, of the hearing shall be borne equally by
2 the District and the Association. All other expenses shall be
3 borne by the party incurring them.

4 The decision of the arbitrator shall be final and
5 binding on both parties. By processing a grievance to the
6 arbitration level, the grievant expressly waives any right to
7 statutory remedies or to the exercise of any legal process other
8 than as provided by this Grievance/Arbitration Procedure. Pro-
9 cessing of a grievance to arbitration shall constitute an express
10 election on the part of the grievant that the Grievance/Arbitra-
11 tion Procedure is the chosen forum for resolving the issues con-
12 tained in the grievance, and that the grievant will not resort
13 to any other forum or procedure for resolution of the issues.

14 The above language is not intended to limit the rights
15 of either party to seek in a court of competent jurisdiction
16 to confirm, vacate or modify the arbitrator's award pursuant to
17 the California Code of Civil Procedure.

18 2.5 Upon request, an employee may be represented at
19 any or all levels of the Grievance Procedure. In the event an
20 employee is not represented, the District shall not agree to a
21 resolution of the grievance until the Association has received
22 a copy of the grievance and the proposed resolution and has been
23 given an opportunity to file a response.

1 Article 3: ASSOCIATION RIGHTS

2 3.1 Subject to reasonable rules and regulations, the
3 Association shall have the right to use school buildings and
4 facilities for Association activities only outside established
5 work time except: (a) when an authorized Association representa-
6 tive secures advance permission from the Superintendent or his
7 designee for use of school facilities within established work
8 hours; (b) when Association activities do not interfere with the
9 school program or duties of unit members; (c) when Association
10 activities do not interfere with the rights of employees to re-
11 frain from listening to or speaking with Association representatives.

12 3.2 The Association shall have the right to post notices
13 with an appropriate Association identification, regarding activities
14 and matters of Association concern on designated bulletin boards,
15 at least one of which shall be provided in each school building in
16 areas frequented by teachers. The Association may use the District
17 mail service and teacher mail boxes for communications to teachers.
18 Copies of all Association material posted or distributed for
19 general Association information shall be mailed to the Superinten-
20 dent at the time the information is posted and/or distributed.

21 3.3 Authorized representatives of the Association shall
22 be permitted to transact official Association business on school
23 property only when it does not interfere with the school program
24 or duties of unit members.

25 3.4 The Association agrees to pay a reasonable fee for
26 any unusual wear or damage to District facilities caused by
27 Association activities.

28 3.5 The Association will not post or distribute information

1 which is knowingly false or defamatory. Such posting shall be
2 subject to immediate removal by management.

3 3.6 The Association will exclusively receive time-off from
4 duties for the processing of grievances under Article 2 herein for
5 unit members who are designated as Association representatives,
6 subject to the following conditions: (a) by no later than ten (10)
7 days following the signing of this Agreement the Association will
8 designate in writing to the Superintendent the names of ten (10)
9 unit members who are to receive the time-off; (b) twenty-four
10 hours prior to release from duties for grievance processing the
11 designated representative must inform the immediate supervisor in
12 order that substitute service may be obtained, if such is neces-
13 sary; and (c) that time-off shall be limited solely to one designee
14 representing a grievant in a conference with a management person;
15 and, under no circumstances shall this time-off include use of
16 time for matters such as gathering information, interviewing
17 witnesses, or preparing a presentation.

18 3.7 Upon voluntary authorization duly completed and exe-
19 cuted, the District will deduct from the pay of Association
20 members and pay to the Association the normal and regular monthly
21 Association membership dues. Such authorizations shall continue
22 in effect from year to year unless revoked in writing between
23 June 1 and October 1 of any year. Within the payroll deduction
24 capacity, the District will provide deductions and remittances
25 for Association sponsored insurance plans and Association
26 sponsored summer savings plans.

27 3.8 Such transmittals to the Association shall be made as
28 soon as practicable after the withholding of authorized deductions.

1 The District shall put into effect any new, changed, or discon-
2 tinued deduction as soon as practicable.

3 3.9 Upon appropriate written authorization from a unit
4 member the District shall deduct from the salary of any unit
5 member and make appropriate remittances for annuities, credit union,
6 savings bonds, charitable donations approved by the District, or
7 any other plans or programs approved by the District.

8 3.10 The District shall include with all remittances to
9 the Association a list of unit members for whom such deductions
10 have been made and indicate amounts withheld from each unit
11 member's salary.

12 3.11 The Association shall furnish to the District any
13 information needed by the District to fulfill the provisions of
14 this Article.

1 Article 4: DISTRICT RIGHTS

2 4.1 It is understood and agreed that the District retains
3 all of its powers and authority to direct, manage and control to
4 the full extent of the law. Included in, but not limited to, those
5 duties and powers are the right to:

6 Determine its organization; direct the work of its employees;
7 determine the times and hours of operation; determine the kinds
8 and levels of services to be provided, and the methods and means
9 of providing them; establish its educational policies, goals and
10 objectives; insure the rights and educational opportunities of
11 students; determine staffing patterns; determine the number and
12 kinds of personnel required; maintain the efficiency of District
13 operations; determine the curriculum; build, move or modify
14 facilities; establish budget procedures and determine budgetary
15 allocation; determine the methods of raising revenue; take action
16 in the event of an emergency -- i.e., act of God, natural disaster,
17 act of war, declaration of martial law, strike, insurrection,
18 revolution, flood, earthquake, fire, epidemic, plague, power
19 failure, or energy crises; hire, classify, assign, transfer,
20 evaluate, promote, terminate and discipline unit members.

21 4.2 The exercise of the foregoing powers, rights,
22 authority, duties and responsibilities by the District, the
23 adoption of policies, rules, regulations and practices in further-
24 ance thereof, shall be limited only by the specific and express
25 terms of this Agreement, then only to the extent such specific
26 and express terms are in conformance with the law.

27 4.3 Nothing in this Article is intended to limit, under-
28 mine or waive the Association's right to meet and negotiate

1 concerning matters within the scope of representation for a
2 successor collective bargaining agreement.

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1 Article 5: COMPENSATION AND BENEFITS

2 5.1 Salaries: Effective September 1, 1981, the base
3 salary schedule for bargaining unit members shall be increased
4 by ten percent (10%).

5 5.2 Whenever retroactivity is indicated, it shall apply
6 only to employees employed by the District as of the date of this
7 Agreement.

8 5.3 Health and Welfare: Effective October 1, 1981,
9 the District shall make the following contributions tenthly to-
10 ward the payment of premiums for group health insurance for
11 eligible employees:

12 Blue Cross Tenthly Contribution

13 Employee only \$135.09

14 2 Party 239.66

15 Family 275.19

16 Companioncare Tenthly Contribution

17 Employee only \$ 39.30

18 Dependent coverage 70.40

19 Health Net Tenthly Contribution

20 Employee only \$ 79.71

21 2 Party 143.45

22 Family 208.41

23 Ross Loos Tenthly Contribution

24 Employee only \$ 75.70

25 2 Party 136.27

26 Family 190.78

27 Dental

28 Employee only \$ 16.01 (monthly)

Vision (VSP-"B")

Tenthly Contribution

Employee only

\$5.00

Effective October 1, 1982 this Article shall be amended to reflect in dollar amounts that the District has agreed to maintain its then current percentage level of contributions for the above programs.

During the term of this Agreement, the District shall maintain its current life insurance and income protection program.

5.4 Unit members designated as "teacher in charge" during the absence of the site administrator, or unit members designated as "administrative assistants" shall be paid \$50.00 tenthly above their regular placement on the unit members' salary schedule (Appendix A of the Agreement).

5.5 Home teachers shall be paid on an hourly rate based upon the actual hours of instruction; said actual hours of instruction include travel time between assignments, but specifically exclude travel time between home and the first assignment and travel time between the last assignment of the day and home.

Authorized and assigned mileage between assignments, excluding travel to and from home, shall be reimbursed at the current District rate.

5.6 Placement - Unit Members' Salary Schedule:

(See Appendix A)

5.6.1 GROUP I - Represents unit members possessing a Bachelor's Degree.

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5.6.2 GROUP II - Represents unit members possessing a Bachelor's Degree and a regular credential plus 15 semester hours of credit.

5.6.3 GROUP III - Represents unit members possessing a Bachelor's Degree and a regular credential plus 30 semester hours of credit.

5.6.4 GROUP IV - Represents unit members possessing a Bachelor's Degree plus 45 semester hours of credit, or a Master's Degree.

5.6.5 GROUP V - Represents unit members possessing a Bachelor's Degree plus 60 semester hours of credit, including a Master's Degree, or a Master's Degree plus 15 semester hours of credit.

5.6.6 GROUP VI - Represents unit members possessing a Bachelor's Degree plus 75 semester hours of credit including a Master's Degree or a Master's Degree plus 30 semester hours of credit.

5.6.7 All credit for GROUPS II, III, IV, V and VI placement must have been earned at an accredited junior college or four-year college or university.

5.6.8 Eight months of public school service shall constitute one school year toward placement on the salary schedule. Partial years may be combined to give no more than one year's credit excepting that no period of less than four continuous months of full-time service will be allowed.

5.6.9 Unit members who were beyond Group I, Step 5; Group II, Step 8; and/or Group III, Step 10 as of July 1, 1969, will continue.

1 to progress in these columns with each additional year's experience.

2 5.6.10 Credential personnel entering the District shall
3 be placed in Group according to training and on Step according to
4 training and experience, not to exceed Step 5.

5 5.7 Advancement by Steps:

6 5.7.1 Advancement on the salary schedule is defined as a
7 movement from one Step to the next higher Step and shall be
8 contingent upon the rendering of eight (8) school months or more
9 of active service in one school year, except that four (4) contin-
10 uous school months of service rendered outside the District may be
11 added to four (4) continuous school months of service rendered
12 inside the District to determine salary schedule placement for the
13 second contract, provided that service rendered to the District is
14 continuous.

15 5.7.2 A unit member who has been on sick leave must render
16 six (6) months or more of service in the District to be eligible
17 for advancement. Said service need not be continuous but must be
18 rendered in one school year.

19 5.7.3 Step advancement shall take place only on September
20 1st for unit members on a 10-month contract, and only on July 1st
21 for unit members on a 12-month contract.

22 5.8 Advancement from Group to Group:

23 A unit member who has accrued the necessary educational
24 requirements to transfer to a higher group on the salary schedule.
25 The following procedure must be followed:

26 5.8.1 The request for advancement must be submitted in
27 duplicate to the Personnel Office. Unit members may submit evidence
28 of completed coursework taken for advancement to a higher group

1 not later than thirty (30) days prior to the pay warrant which
2 will reflect their Salary Schedule advancement.

3 5.8.2 The request for advancement should be submitted
4 only after all course work to meet the requirements has been
5 completed.

6 5.8.3 The following must be included in, or attached to,
7 Form PER. 101 at the time the request for advancement is submitted
8 to the Personnel Office:

- 9 A. A listing of each course for which credit is requested.
10 B. One copy of Form PER. 160, indicating approval by the
11 Superintendent, or his designee, for course work being submitted.
12 C. Official transcripts or official grade cards for all
13 courses being submitted.

14 5.8.4 A contract showing advancement on the salary schedule
15 cannot be issued until all requirements have been submitted.

16 5.9 Placement - Psychologists and Counselors:

17 (See Appendix B)

18 5.9.1 Group I - Bachelor's plus 30 units. Psychologists
19 and Counselors are required to have psychologist credential.

20 5.9.2 Group II - Bachelor's plus 45 units. Psychologists
21 and Counselors are required to have psychologist credential.

22 5.9.3 Group III - Bachelor's plus 60 units or Master's
23 plus 15 units. Psychologists and Counselors are required to have
24 psychologist credential.

25 5.9.4 Group IV - Bachelor's plus 75 units or Master's plus
26 30 units. Psychologists and Counselors are required to have
27 psychologist credential.

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5.10 Advancement - Psychologists and Counselors

5.10.1 New group placement - Only duly approved credit from an accredited junior college, college, or university shall be accepted.

5.10.2 Experience Credit for out-of-District public school experience will be allowed for service in a comparable field or employment, not to exceed four (4) years.

1 Article 6: HOURS

2 6.1 Unit members assigned to the K-8 instructional
3 program shall be on duty from 8:30 A.M. to 3:45 P.M. or equival-
4 ent on-site duty hours. The term "equivalent on-site duty hours"
5 is limited to accommodating the District's exclusive discretion to
6 schedule the beginning and ending of the instructional day at
7 other times depending upon the needs or practices at an individual
8 school site, provided that the District shall not alter the above
9 starting and ending times by more than one-half hour each. Under
10 no circumstances is the term "equivalent on-site duty hours" to
11 be interpreted or applied to provide individual employees with
12 flexible hours.

13 For the 1981-82 school year, regularly assigned
14 student contact time shall be 270 minutes daily for grades one
15 through eight. For the 1982-83 school year, regularly assigned
16 student contact time shall be 270 minutes daily for grades one
17 and two and 285 minutes daily for grades three through eight.

18 For purposes of this section, the phrase "student
19 contact time" relates to the regularly assigned instructional
20 day and is not intended as, nor shall it be, a limitation upon
21 assignments outlined in paragraphs 6.4 and 6.6 below. The pro-
22 vision for student contact time shall not be subject to the
23 1982-83 reopeners.

24 6.2 Unit members assigned to the K-8 instructional
25 program shall be entitled to a minimum duty-free lunch period
26 of thirty (30) minutes and shall be granted a duty-free lunch
27 period not to exceed sixty (60) minutes if consistent with past
28 practice and their assigned students' lunch period at their

1 respective schools.

2 6.3 Unit members contracted to work in other assign-
3 ments, (Psychologists, etc.) shall work eight (8) hours per day
4 unless otherwise specified in their annual employee contract.
5 All hours worked are to be consecutive, except by mutual agree-
6 ment of the employee and the District.

7 6.4 In addition to the hours outlined in 6.1 above,
8 unit members shall attend all required meetings, participate in
9 such professional activities and perform such professional
10 assignments after 3:45 P. M. as may be called or assigned by the
11 principal or other immediate supervisor or by the Superintendent
12 or his designee, consistent with existing District practices and
13 requirements. By mutual agreement such activities may be required
14 during preparation time as defined in paragraph 6.6. Mutual
15 agreement is required only when such activities involve all or
16 a substantial portion of the faculty at a particular site. For
17 purposes of this paragraph, mutual agreement may be either be-
18 tween the site administrator and the site faculty or between the
19 site administrator and the Association's building representative.

20 6.5 The adopted certificated calendar for 1981-82
21 shall be amended to reflect that the number of regularly sched-
22 uled work days in 1981-82 for classroom teachers shall be 177 with
23 teachers reporting to work on September 14, 1981; school beginning
24 on September 15, 1981 and ending June 17, 1982. The regularly
25 scheduled work year for psychologists and counselors shall be
26 223 days.

27 January 15, 1982, Martin Luther King Junior's birth-
28 day, shall be a certificated holiday. This shall not be a term

1 and condition of employment which survives automatically beyond
2 June 30, 1982 and is agreed upon without prejudice to either
3 party's negotiating position for the 1982-83 school year.

4 The 1982-83 calendar shall reflect that the number of
5 regularly scheduled work days in 1982-83 for classroom teachers
6 shall be 178; the regularly scheduled work year for psychologists
7 and counselors shall be 223 days.

8 6.6 During the term of this Agreement, the District
9 will continue to assign preparation time to instructional unit
10 members. Generally, the time between the end of the last teach-
11 ing period and the end of the on-site duty day shall be set aside
12 for preparation time, subject to the provisions of paragraph 6.4.
13 The preparation time shall be a period of time set aside for the
14 carrying out of professional responsibilities relating primarily
15 to classroom teaching services and the teaching and guidance of
16 pupils. It is understood and agreed that on certain occasions,
17 the District may reduce or eliminate the preparation time for
18 an individual unit member or groups of unit members on minimum
19 days or in cases of emergency.

1 Article 7: TRANSFERS AND REASSIGNMENTS

2 7.1 DEFINITIONS

3 7.1.1 A "transfer" is a change by an employee from one
4 school to another within the District. A "transfer" may be
5 initiated by the District or may be requested by the employee.

6 7.1.2 A "reassignment" is a change by an employee from one
7 assigned class or duty to another within a single work site. A
8 "reassignment" may be initiated by the District or may be requested
9 by the employee. To insure flexibility of operations initial
10 assignments are within the sole discretion of the District.

11 7.2 POSTING OF VACANCIES

12 7.2.1 The Administration shall post in all school buildings
13 and work sites a list of known vacancies by April 15 and all
14 persons on extended leave shall be notified, provided they have
15 left with the District Office a request to be notified in event of
16 a vacancy prior to beginning the leave. Additional vacancies shall
17 be posted and noticed when known.

18 7.2.2 Each posting shall contain the following information:

19 A. Site location of the vacancy.

20 B. Qualifications shall include, but not be limited to:

21 1. Grade level or subject matter experience.

22 2. Credential requirements.

23 3. Service requirements.

24 4. Special qualifications.

25 5. Demonstration of satisfactory teaching
26 experience as evidenced by evaluations,
27 review of personnel files, interviews with
28 immediate supervisors or any other relevant

1 evidence.

2 C. Job description and typical responsibilities.

3 7.2.3 All postings shall include the closing date for
4 filing. The closing day for current employees shall be no less
5 than ten (10) days after posting unless the District can demonstrate
6 an unanticipated need to fill the vacancy sooner.

7 7.2.4 No posting or solicitation shall be made outside the
8 District for ten (10) days. After ten (10) days the District is
9 free to interview and/or to hire employees from outside the
10 District.

11 7.2.5 Vacancies that occur during the summer shall be
12 posted. The announcements of vacancy shall be sent to unassigned
13 employees, unassigned employees who are on leave and who have
14 requested in writing such notice, and to employees who have applied
15 for a comparable position (i.e., school, grade and/or subject
16 matter) within the twelve (12) months preceding the posting date.

17 7.2.6 A request for a transfer or reassignment shall be
18 maintained in an "active" file for twelve (12) months following
19 receipt of the request and for that twelve (12) month period the
20 Administration shall consider the request in connection with
21 subsequent posted vacancies for positions comparable (i.e., school,
22 grade and/or subject matter) to those listed in the request for
23 transfer or reassignment.

24 7.3 Teachers who desire to transfer shall file a transfer
25 application with his/her site administrator. The site administra-
26 tor shall forward the application to the Personnel Office, which
27 shall return a copy to the applicant with appropriate acknowledg-
28 ment of receipt. Such statement shall include the school or

1 schools and grade level and/or subject matter thereat to which
2 he/she desires to be transferred, in order of preference. Teachers
3 who desire a reassignment may file a reassignment application with
4 his/her site administrator. The application shall include the
5 grade level and/or subject matter to which he/she desires to be
6 reassigned, in order of preference.

7 7.3.1 Application forms for transfer and/or reassignment
8 shall be made available at the District Office or through the
9 site administrator upon request.

10 7.3.2 In the event of a vacancy, District management and/or
11 the appropriate site administrator will select from among competing
12 applicants based upon the listed qualifications (Section 7.2.2.,
13 sub-paragraphs B and C). When, in the judgment of management, an
14 employee with shorter service has the greater qualifications than
15 those of an employee with longer service, the one with shorter
16 service shall be selected; only when qualifications are equal
17 shall length of service in the District be controlling.

18 7.4 All applicants shall receive a notice of the
19 disposition of their application in case of a vacancy for which
20 they have indicated a desire to be considered. Applicants not
21 selected shall, upon request, be given preference rating for the
22 position unless more than five (5) employees requested consideration
23 for the position. In that event applicants shall receive notice,
24 upon request only, as to whether or not they were rated in the
25 top five (5) applicants and if so, in what order they were rated.

26 7.5 Whenever possible all current employees shall be
27 informed of their following year's assignments by May 15.

28 7.6 Involuntary transfers and/or involuntary reassignments

1 may be initiated by District and/or site-level management based
2 upon educational-related needs of the District. Transfers and/or
3 reassignments shall not be implemented on an arbitrary basis.
4 In the event of such transfer or reassignment, the employee(s)
5 shall be advised of the reasons therefor through a personal
6 conference with the appropriate administrator five (5) days prior
7 to the transfer or reassignment, unless said transfer or reassign-
8 ment occurs within the first month of school or under extenuating
9 circumstances.

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

16 7.7 Unit members who must be transferred as a result of
17 a school closing shall have the right of first preference and
18 first refusal on all vacancies for which they are qualified and
19 credentialed. The order of establishing first preference and first
20 refusal shall be based upon the length of service in the District
21 of those unit members who are being transferred, provided the
22 qualification and credential requirements are met.

23 7.8 TRANSFERS AND REASSIGNMENTS AT THE BEGINNING OF THE
24 SCHOOL YEAR: For the period September 1 through October 1 of each
25 school year, the District may fill vacancies created by unexpected
26 or belated resignations, retirements and/or leaves or by unantici-
27 pated enrollment fluctuations by utilizing the following procedures
28 in the following order:

- 1 1. Selection from the District 'active' file (para-
- 2 graph 7.2.6);
- 3 2. Involuntary transfer;
- 4 3. Selection from preferential reemployment lists;
- 5 4. Voluntary transfer.

6 For purposes of this section, the District need not
7 post such vacancies unless and until it decides to utilize
8 Procedure #4, Voluntary Transfer.

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1 Article 8: SAFETY CONDITIONS

2 8.1 The District will make a conscientious effort to
3 implement and use practices and procedures recommended by the
4 Director of Personnel for the safety of unit members.

5 8.2 Unit members may notify their immediate supervisor
6 in writing concerning conditions which in their opinion would
7 directly affect their physical welfare. The supervisor, together
8 with the Director of Personnel, will investigate the reported
9 condition and advise the unit member in writing of their findings
10 and any corrective action which will be taken. The administrative
11 response will be made within five (5) days of the initial written
12 notification.

13 8.3 Unit members may use reasonable force under circum-
14 stances which require that they defend themselves or students
15 against an assault; provided, however, that such force does not
16 exceed that which is needed to repel or protect from bodily
17 injury and provided, further, that the unit member report any
18 such incident to the immediate supervisor within a twenty-four (24)
19 hour period. The above provision shall not be read as a require-
20 ment that unit members must place themselves in danger of serious
21 bodily injury in order to protect another employee or student
22 from an assault.

23 8.4 Nothing contained in this Agreement shall be deemed as
24 waiving the statutory rights of a teacher to suspend a student.

25 8.5 PHYSICAL EXAMINATION

26 Upon resignation or termination of employment with the
27 District, the unit member shall, upon request by the District,
28 submit to an exit interview and physical examination at District's

1 expense. Submitting to an exit interview and/or physical exam-
2 ination shall not constitute a waiver of any rights to which
3 the unit member may be entitled.
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1 Article 9: EVALUATIONS

2 9.1 Every probationary member of the unit shall be
3 observed at least three (3) times during the school year, with
4 the first taking place no later than November 15 and the final
5 evaluation being submitted no later than March 15; written reports
6 shall follow each observation and there shall be one written
7 evaluation. At least two of the observations may be unannounced.

8 9.2 Every permanent member of the unit shall be
9 evaluated by his immediate supervisor in writing at least every
10 other school year, no later than April 15 of the year in which
11 the evaluation takes place. For any school year in which a
12 permanent employee receives a satisfactory evaluation, said
13 employee shall not be evaluated again within the same school
14 year.

15 9.3 No later than the end of the sixth (6th) school
16 week of the year in which evaluation is to take place, the
17 evaluator and the unit member shall meet and attempt to agree
18 upon the elements upon which the evaluation is to be based. If
19 they do not agree on said elements, the evaluator shall resolve
20 the disagreement. During the course of the evaluation period,
21 circumstances may arise which require modification of the eval-
22 uation elements. The necessity for revising the evaluation
23 elements, based on reasonable criteria, shall be determined by
24 the evaluator. In the event such revisions are made at the re-
25 quest of the unit member, all applicable contractual and statu-
26 tory time limits, specifically including, but not limited to,
27 those contained in Education Code Section 44938 are tolled up
28 to the number of days the process was delayed.

1 9.4 Each evaluation of a permanent employee shall be
2 based upon one or more formal observations, lasting a minimum
3 of twenty minutes per formal observation with a total minimum
4 of forty-five minutes of formal observation; following a total
5 of forty-five minutes of formal observation or following an
6 observation in which the evaluator notes that improvement is
7 needed, there shall be a conference in which the evaluator and
8 the unit member shall review the observation(s) and what is to
9 incorporated into the written evaluation. Such a conference
10 shall be held within ten (10) duty days after the observation
11 described herein above.

12 9.5 Any member of the unit who receives a negative
13 evaluation shall, upon request, be entitled to two (2) subsequent
14 observations, two (2) conferences, and one (1) additional
15 written evaluation; in such case the observations may be un-
16 announced.

17 9.6 The unit member shall take affirmative action to
18 correct any cited deficiencies based upon the evaluator's
19 specific recommendations for improvement and assistance in
20 implementing such recommendations.

21 9.7 Materials in personnel files of unit members which
22 may serve as a basis for affecting the status of their employment
23 are to be made available for the inspection of the unit member
24 involved. Such material is not to include ratings, reports or
25 records which (1) were obtained prior to the employment of the
26 person involved; (2) were prepared by identifiable examination
27 committee members; or (3) were obtained in connection with a
28 promotional examination. Every unit member shall have the right

1 to inspect such materials in their personnel file, except those
2 listed in (1), (2), and (3) above, provided that the request is
3 made so that the inspection does not take place when the unit
4 member is required to render service to the District.

5 9.7.1 Information of a derogatory nature shall not be
6 entered or filed in the personnel file unless and until the unit
7 member is given notice and an opportunity to review and comment
8 thereon has been provided. A unit member shall have the right
9 to enter, and have attached to any such derogatory statement,
10 his/her own comments thereon. The unit member shall be released
11 from duty for the purpose of such review, without salary reduction.

12 9.7.2 Upon written authorization by the unit member,
13 a representative of the Association shall be permitted to examine
14 and/or obtain a copy of materials in such unit member's personnel
15 file.

16 9.8 Members of the unit shall not be required to
17 evaluate other members of the unit.

18 9.9 A unit member who receives an unsatisfactory
19 evaluation shall not be entitled to incremental movement on the
20 salary schedule.

21 9.10 No evaluation or procedure giving rise to it shall
22 be subject to the Grievance/Arbitration Procedure, if it resulted
23 in a rating of satisfactory or above.

24 9.11 A complaint regarding a unit member made to any
25 member of the administration by any parent, student or other person
26 which does or may influence evaluation of a unit member shall be
27 discussed with the unit member as soon as possible.

28 9.11.1 Should the administrator or involved unit

1 member believe that a meeting with the complainant would help
2 resolve the problem, the administrator will attempt to set up a
3 meeting involving the administration, the unit member and the
4 complainant. Neither the parent, nor unit member shall be rep-
5 resented at said meeting.

6 9.11.2 If the matter is not resolved at the meeting
7 to the satisfaction of the complainant, he may put his complaint
8 into writing and submit the original to the unit member with a
9 copy to the unit member's immediate supervisor. The immediate
10 supervisor shall investigate the complaint. If the investigation
11 reveals that the complaint lacks merit, the site administrator
12 shall so note on the complaint and proceed no further with the
13 matter; absent newly discovered evidence, such complaint shall
14 not adversely impact the unit member's formal evaluation.

15 The complainant may refer the matter to the Super-
16 intendent or his designee. The unit member shall be given notice
17 and an opportunity to initial and date the written complaint and
18 prepare a written response to such complaint. The response
19 shall be attached to the written complaint.

20 9.11.3 The unit member shall be given a copy of any
21 summary or account of the resolution of matters referred to
22 herein if such is to be placed in the unit member's on-site
23 District personnel file.

1 Article 10: CLASS SIZE

2 10.1 During the term of this contract, the District
3 will maintain average class sizes at no greater than the following
4 levels:

5 K - 8 30

6 Individual classes shall not exceed enrollment of 35
7 for a period of three consecutive weeks following the opening of
8 school or seven consecutive working days during the school year,
9 except by consent of the teacher.

10 In the event the site administrator feels that the
11 teacher is unreasonably withholding consent the Class Size
12 Committee shall immediately be convened to review the matter.
13 The Class Size Committee shall consist of two representatives
14 appointed by the Association and two by the District. The
15 representatives shall not be from the affected school. A majority
16 decision of the Class Size Committee shall be binding.

17 10.2 The figures in 10.1 are not intended to be
18 applied to such traditional large group classes as physical
19 education, band, orchestra, etc.

20 Computation factor to be utilized is to divide the
21 total number of students by the total number of regular class-
22 room teachers, excluding physical education teachers at both
23 levels. In computing class size for the 1981-82 school year, the
24 District agrees to exclude from the computational factor Reading
25 Resource Teachers and Administrative Advisors.

26 10.3 Under no circumstances shall this clause be
27 interpreted, applied, or construed to require the District to ac-
28 quire, lease, or build additional facilities, or to employ additional
personnel.

1 Article 11: LEAVES

2 11.1 SICK LEAVE

3 11.1.1 Employees employed on a regular basis shall
4 accumulate one (1) day's leave of absence for illness or injury for
5 each month of employment, not to exceed twelve (12) days per year.

6 11.1.2 An employee fired during the course of the year,
7 or one unable to complete a contract, accumulates sick leave at
8 the rate of one (1) day per month for that portion of the year
9 completed.

10 11.1.3 Unused sick leave shall accumulate from year to
11 year.

12 11.1.4 The Board of Education may prescribe rules and
13 regulations for verifying illness and fitness for return to service.

14 11.1.5 All paid employees who are absent from their
15 duties on account of illness or accident shall, for a period not to
16 exceed five (5) school months or less, be paid no less than the
17 difference between the salary of the regular employee and a sub-
18 stitute hired to fill his position, or, if no substitute is hired,
19 the difference between his regular salary and the amount which
20 would have normally been paid to a substitute hired to fill the
21 absent employee's position; but in no event shall such pay be less
22 than fifty percent (50%) of the employee's daily rate of pay. This
23 provision shall not apply to the first ten (10) days for ten-month
24 employees, or twelve (12) days for twelve-month employees, and shall
25 be counted and run concurrently with the eleventh (11th) or thir-
26 teenth (13th) respectively, day of absence.

27 11.1.6 Employees shall be given credit for all unused leave
28 of absence for illness or injury accrued while serving in another
California school district, as prescribed in Education Code Section
44979.

1 11.1.7 Such unused leave of absence for illness or injury
2 will be credited to the paid employee only upon receipt of official
3 notice from the California school district of prior employment.
4 Such credit for unused leave of absence for illness or injury will
5 be given only to employees who have been employed by a California
6 school district in the year prior to the acceptance of employment
7 in the Redondo Beach City School District.

8 11.1.8 When an employee terminates employment with the
9 District and accepts employment with another California school
10 district, in the succeeding year, the unused leave of absence for
11 illness or injury shall be computed and forwarded to the new
12 district of employment upon request.

13 11.2. PERSONAL NECESSITY LEAVE

14 11.2.1 Each certificated employee shall be entitled at his
15 election to utilize up to six (6) days leave of absence annually
16 for personal necessity. Such leave shall not be used merely for
17 an extension of a holiday or vacation or for purely personal
18 convenience, and it shall be deducted from the employee's accumu-
19 lated sick leave.

20 11.2.2 Personal leave shall be granted to each employee
21 upon application to the teacher's principal or other immediate
22 superior at least two (2) days before taking such leave (except in
23 the case of emergency or as provided below). No advance permission
24 shall be required for leave taken for:

- 25 (a) Death or serious illness of a member of his immediate
26 family;
27 (b) Accident involving his person or property or the
28 person or property of a member of his immediate family.

1 11.2.3 The applicant for such leave shall be required to
2 state the reason for taking such leave. Violators of personal
3 necessity leave shall be subject to appropriate discipline.

4 11.3 BEREAVEMENT LEAVE

5 11.3.1 When death should occur in the immediate family of
6 the employee, the employee shall be entitled to three (3) days
7 leave of absence for bereavement on full pay. The term "immediate
8 family" refers to father, father-in-law, mother, mother-in-law,
9 grandmother or grandfather of the employee or of the spouse of the
10 employee, grandchild, son-in-law or daughter-in-law of the
11 employee, brother, sister, wife, husband, son, daughter or any
12 other relative living in the immediate household of the employee.

13 11.3.2 This leave may be extended to a period not to
14 exceed five (5) days with full pay if out-of-state travel is
15 required to attend or arrange for the funeral.

16 11.4 INDUSTRIAL ACCIDENT LEAVE

17 11.4.1 Unit members will be entitled to industrial
18 accident leave according to the provision in Education Code
19 Section 44984 for personal injury which has qualified for worker's
20 compensation under the provisions of the State Compensation
21 Insurance Fund.

22 11.4.2 Such leave shall not exceed sixty (60) days during
23 which the schools of the District are required to be in session or
24 when the employee would otherwise have been performing work for
25 the District in any one fiscal year for the same industrial
26 accident.

27 11.4.3 The District has the right to have the unit member
28 examined by a physician designated by the District at District

1 expense to assist in determining the length of time during which
2 the teacher will be temporarily unable to perform assigned duties
3 and the degree to which a disability is attributable to the injury
4 involved.

5 11.4.4 For any days of absence from duty as a result of
6 the same industrial accident, the unit member shall endorse to
7 the District any wage loss benefit check from the State Compensa-
8 tion Insurance Fund which would make the total compensation from
9 both sources exceed one hundred (100) percent of the amount the
10 unit member would have received as a salary had there been no
11 industrial accident or illness.

12 11.4.5 If the unit member fails to endorse to the District
13 any wage loss disability, indemnity check received on account of
14 the industrial accident or illness as provided above, the District
15 shall deduct from the unit member's salary warrant the amount of
16 such disability indemnity actually paid to and retained by the
17 unit member.

18 11.5 MATERNITY LEAVE

19 11.5.1 Employees covered by this Agreement shall be
20 entitled to use personal illness leave (sick leave) as set forth
21 in this Agreement for disabilities caused or contributed to by
22 pregnancy, miscarriage, childbirth, and recovery therefrom on
23 the same terms and conditions governing leave of absence for other
24 illnesses, injuries, or medical disabilities. Such leave shall
25 not be used for child care, child rearing or preparation for
26 childbearing, but shall be limited to those disabilities caused or
27 contributed to by pregnancy, miscarriage, childbirth, or recovery
28 therefrom.

1 11.5.2 The length of such pregnancy disability leave,
2 including the date on which the employee's duties with the District
3 are to be resumed, shall be determined by the employee and the
4 employee's physician, subject to the following conditions: A
5 teacher who is pregnant may continue in active employment as late
6 into her pregnancy as she desires, provided she is able to properly
7 perform her required duties and responsibilities and has submitted
8 the necessary doctor's certificate.

9 11.5.3 Employees who are members of the bargaining unit
10 shall be entitled to leave without pay or other benefits for
11 disabilities caused or contributed to by pregnancy, miscarriage,
12 childbirth, or recovery therefrom, when all current, accumulated
13 and differential sick leave has been exhausted. The date on which
14 the employee shall resume duties shall be determined by the
15 employee on leave and the employee's physician; provided, however,
16 that the District management may require a verification of the
17 extent of disability.

18 11.5.4 This leave policy shall be construed as requiring
19 the Board of Education to grant leave with pay only when it is
20 necessary to do so in order that leaves of absence for disabilities
21 caused or contributed to by pregnancy, miscarriage, or childbirth
22 be treated the same as leaves for other illnesses, injuries, or
23 disabilities.

24 11.5.5 An employee on pregnancy disability leave for one
25 semester or less shall be entitled to return to the same assign-
26 ment held at the time such leave commenced, unless such assignment
27 has been discontinued, in which case the employee shall be entitled
28 to a comparable assignment. An employee on pregnancy disability

1 leave for more than one semester shall be entitled to return to
2 an assignment comparable to the assignment held at the time such
3 leave commenced. In any case, the assignment of the employee
4 upon return to work shall be comparable to that held at the time
5 pregnancy disability began. "Comparable" means same educational
6 level (primary or intermediate elementary; middle school) and
7 also means immediate assignment within major and/or minor teaching
8 fields whenever possible, except by request of the employee and
9 availability of the position.

10 11.5.6 The salary schedule position and movement of an
11 employee shall not be interrupted due to pregnancy disability
12 leave of one year or less in length.

13 11.5.7 Whenever the District determines that it may be
14 appropriate to require additional verification of the extent of
15 any of the disabilities referred to above, said verification shall
16 be achieved through one of the following two (2) methods -- the
17 option to be exercised by the affected employee; in the event the
18 employee does not exercise an option upon request, the District
19 may proceed with procedure A below:

20 A. District management may require a verification of the
21 extent of disability through a physical examination of
22 an employee by a physician appointed by the District,
23 at District expense; or

24 B. An additional medical examination shall be conducted
25 by the employee's physician at District expense. In
26 the event the employee chooses to exercise this option,
27 the employee's physician's verification shall contain
28 the following language:

1 "I understand that my verification of disability
2 is to be used for the expenditure of public
3 funds. I have read the foregoing verification
of disability and declare under penalty of perjury
that it is true and correct.

4 "Executed this _____ day of _____, 19____
5 at _____, California, Los Angeles
6 County."

7 11.5.8 For purposes of this section, as well as any other
8 relevant clause in this Agreement, days of differential sick leave
9 as provided for in Education Code Section 44977 shall be computed
10 as of and run concurrently with the eleventh day of absence on
account of illness or accident.

11 11.6 PARENTAL LEAVE

12 11.6.1 In cases of expected maternity, paternity, adoption
13 or child rearing, the certificated employee involved may secure a
14 leave of absence, without pay, not to exceed one school year, at
15 the end of which the employee shall be reemployed at a comparable
16 position and, if possible, the same position, provided that the
17 employee shall not have an employment status greater than that
18 which the employee would have enjoyed if the employee would not
19 have been on leave.

20 11.6.2 No compensation or fringe benefits, unless paid by
21 the employee, shall be paid to an employee while on parental leave.
22 During such a leave, a teacher shall maintain, but not add to,
23 sick leave or other employee benefits, including seniority,
24 accumulated prior to such leave.

25 11.7 SABBATICAL LEAVE

26 11.7.1 The number of sabbatical leaves and the selection
27 among the candidates for sabbatical leave in any one (1) year
28 shall be determined from time to time by the Board of Education,

1 consistent with the best interest of the District and the availa-
2 bility of funds. Under no circumstances shall more than one
3 percent (1%) of the certificated staff be granted sabbatical leave
4 in any one (1) school year.

5 11.7.2 Purpose of Sabbatical Leave

- 6 A. Sabbatical leave will only be granted for the purpose
7 of preparing for improved services in the schools of
8 the Redondo Beach City School District.
9 B. Such purpose may be accomplished by either or both
10 of the following:

- 11 1. Professional study or research
12 2. Certain travel and observation

13 11.7.3 Length of Leave

- 14 A. Sabbatical leave shall not exceed one (1) full school
15 year, beginning September 1 and ending June 30.
16 B. Leaves for less than one (1) full year must begin on
17 February 1.
18 C. Sabbatical leaves may be taken in two (2) non-consecu-
19 tive semesters so long as they are taken within a
20 three-year (3) period. Such non-consecutive semester
21 sabbatical leaves will be granted only under those
22 special conditions which in the opinion of the Board
23 would warrant such action.

24 11.7.4 Eligibility

- 25 A. Any permanent certificated employee who has satisfac-
26 torily completed a minimum of seven continuous full
27 years of service in the Redondo Beach City School
28 District may request a sabbatical leave.

1 11.7.5 Application for Leave

- 2 A. Application for sabbatical leave shall be made to the
3 Board of Education through the Superintendent on a
4 form provided. Such form shall be prescribed by the
5 Superintendent and shall present evidence of satis-
6 factory service, reasons for desiring leave, length
7 of leave, and any other data necessary to provide an
8 adequate basis for acting upon such application.
- 9 B. All applications for sabbatical leave shall be filed
10 in the Office of the Superintendent at least one
11 hundred twenty (120) calendar days prior to the
12 beginning of the semester when such leave is desired.

13 11.7.6 Standards of Study and Travel

14 Leaves of absence may be granted for the following purposes:

- 15 A. Professional Study - The applicant shall submit evi-
16 dence that the proposed professional study shall be
17 designed to improve teaching techniques, or to broaden
18 experience in special fields and to be of value to the
19 schools and pupils in this District. Such professional
20 study shall be on a full-time basis and be a minimum
21 of twelve (12) units of graduate study per semester.
22 Evidence of the successful completion of this work
23 shall be filed in the form of a transcript of work
24 taken and grades earned. Within thirty (30) days after
25 returning to the District, this transcript is to be
26 submitted with a statement attesting the satisfactory
27 completion of the terms set up in the contract for
28 sabbatical leave.

1 B. Approved Travel - Applicants for sabbatical leave under
2 this provision shall submit a brief statement of the
3 proposed itinerary. Travel in the United States would
4 require that the movement be continuous with estab-
5 lished residence limited to not longer than two (2)
6 weeks, for a minimum period of twelve (12) weeks per
7 semester, or twenty-four (24) weeks for a full year
8 of leave. For foreign travel, foreign residence is
9 acceptable with a minimum of twelve (12) weeks required
10 where leave is for one (1) year.

11 C. Combination - Special consideration may be given the
12 person who makes application to the Board for a
13 combination of limited university work and travel.

14 11.7.7 - Compensation

- 15 A. While on sabbatical leave of absence, the employee
16 shall receive one-half (1/2) of the salary he would
17 have received during the period of leave if he had
18 continued in his regular service during such a period.
- 19 B. Salary for sabbatical leave will be paid the employee
20 while on leave of absence in the same manner as if the
21 employee was on duty in the District, upon the
22 furnishing by the employee of an acceptable bond
23 indemnifying the District against loss in the event
24 that the employee fails to render at least two conse-
25 cutive years' service in the District after returning
26 from leave of absence, or one year's service for one
27 semester of sabbatical leave. Such bond shall be
28 exonerated in the event that failure of such employee

1 to return and render such required years of service is
2 caused by death or physical or mental disability of
3 the employee.

4 Prior to the beginning of his sabbatical leave, the
5 employee shall make arrangements with the Business
6 Office for the disposition of his salary compensation
7 during this sabbatical leave.

8 C. If the Board finds, and by resolution declares, that
9 the interests of the District will be protected by
10 the written agreement of the employee to return to
11 the service of the District and render at least two
12 (2) consecutive years' service therein following his
13 return from the leave, the Board in its discretion may
14 waive the furnishing of the bond and pay the employee
15 on leave in the same manner as though a bond is
16 furnished.

17 11.7.8 Salary Deductions

18 A. All regular deductions will be withheld during
19 sabbatical leave.

20 11.7.9 Regulation on Accident and Illness on Leave

21 A. Interruption of a program of study or travel while on
22 sabbatical leave caused by serious accident or illness,
23 evidence of which is satisfactory to the Superintendent
24 and the Board of Education, shall not constitute a
25 breach of the contract of sabbatical leave relating to
26 obligations of study and travel nor affect the amount
27 of compensation to be paid, as regards the fulfillment
28 of the conditions regarding study or travel under which

1 leave was granted, nor affect the amount of compensa-
2 tion to be paid the employee while on leave, provided,
3 however, that the Superintendent has been promptly
4 notified of such accident or illness, and that the
5 employee continues with as much approved study and
6 travel as health permits.

7 B. In the case of such accident or illness while on sab-
8 batical leave, notification shall be made by certified
9 letter, mailed within ten (10) days of the accident
10 or illness.

11 11.7.10 Return to Position and Required Report

12 A. At the expiration of a sabbatical leave, the certifi-
13 cated employee who has been granted such leave shall
14 be returned to a position of equivalent status to that
15 held prior to the leave. No credit toward salary step
16 advancement shall accrue during the period of the
17 sabbatical leave.

18 B. Each employee who has been on sabbatical leave shall
19 file with the Superintendent, a professional report
20 not later than thirty (30) days after return to active
21 service. Such report shall contain detailed data as
22 to the activities of the employee, together with the
23 employee's appraisal of the professional value of the
24 experience gained while on leave, the manner in which
25 such experience or knowledge gained may be used for
26 the benefit of the students or the school in which the
27 employee is located and any other data necessary for a
28 satisfactory report. Such report shall then be pre-

1 sented to the Board of Education for its approval.

2 11.7.11 Liability

3 A. The Board of Education of the Redondo Beach City School
4 District shall not be held for any liability for the
5 payment of any compensation or damages arising from
6 the death or injury to any employee while on leave of
7 absence.

8 11.8 JURY DUTY

9 11.8.1 Employees called for jury duty, or subpoenaed to
10 appear in court, in any case other than one in which the employee
11 is a litigant, shall be granted a leave of absence with pay.
12 During this period, the employee shall be paid the amount of the
13 difference between his earnings and the amount received as a jury
14 fee. A statement of the amount paid the employee as a jury fee
15 shall be submitted as a basis for determining the District's
16 financial responsibility.

17 11.8.2 Not more than two percent (2%) of the staff shall
18 be granted such leave with pay at any one time.

19 11.8.3 The Superintendent or his representative may discuss
20 with an employee the practicability of seeking an exemption when
21 such acceptance would tend materially to disrupt the operation of
22 the District. Under certain circumstances, the employee may be
23 justified in requesting consideration for exemption.

24 11.9 MILITARY LEAVE

25 Military leave shall be allowed and administered pursuant
26 to applicable Federal and State Law.

27 11.10 EXCHANGE TEACHING LEAVE

28 11.10.1 An exchange leave is a leave granted to permit an

1 employee to serve as an exchange employee in California, a foreign
2 country, or territory or possession of the United States.

3 11.10.2 Exchange leaves may be granted to employees who
4 meet the following requirements:

5 A. The employee must have obtained permanent status in
6 this District as of the date of applying for the leave.

7 B. The employee must have rendered full-time service in
8 a certificated position for at least one (1) year
9 immediately preceding the leave.

10 C. The employee must be a superior employee and an excel-
11 lent representative of the United States and the
12 District.

13 D. Applicants will be evaluated on reference forms sent
14 out by the District Office.

15 E. An exchange agreement must be signed by the employees
16 and the districts concerned.

17 11.10.3 The exchange is for one (1) year, unless extended
18 for one (1) additional year by unanimous consent of the governing
19 boards and the employees concerned.

20 11.10.4 Compensation - The Redondo Beach City School
21 District employee shall be paid by the Redondo Beach City School
22 District at his regular rate. Under no circumstances shall this
23 provision be interpreted to require the Redondo Beach City School
24 District to pay the salary of the teacher exchanged from outside
25 the District.

26 11.10.5 At the completion of any exchange leave, the
27 Redondo Beach City School District employee shall return to duty in
28 the Redondo Beach City School District and shall serve full time

1 for at least two (2) consecutive years.

2 11.10.6 Credit for service on exchange leave counts toward
3 advancement on the salary schedule as if such service were given
4 in the Redondo Beach City School District, provided that the
5 employee served a sufficient number of days in the exchange posi-
6 tion to have been paid at least seventy-five percent (75%) of
7 salary. A notarized affidavit shall be filed verifying this
8 service.

9 11.10.7 Service on an exchange leave grants credit toward
10 retirement. If retirement contributions are not deducted from
11 compensation, the employee must personally arrange for payment
12 of required contributions.

13 11.10.8 Request for exchange leave shall be made on forms
14 obtained from the Personnel Office. When completed, the forms
15 shall be presented to the building principal for approval as to
16 the replaceability of the employee. The forms shall be returned to
17 the Personnel Office not later than March 1.

18 11.10.9 The Redondo Beach City School District teacher
19 must ascertain from the other district its willingness to partici-
20 pate in an exchange. When such district is found, the Redondo
21 Beach City School employee shall notify the Personnel Office and
22 send the necessary papers to the other district. These papers
23 shall be returned to the Personnel Office on or before May 1.
24 When all arrangements have been approved, the final contract will
25 be arranged by the Personnel Office.

26 11.10.10 If the employee wishes to request an extension
27 of his exchange leave, such request shall be made not later than
28 April 15 of the year preceding the teacher's scheduled return.

1 11.10.11 Before returning to service in the Redondo Beach
2 City School District, the employee shall present evidence pro-
3 vided by a licensed physician as to his health and physical fitness.

4 11.11 The District may grant leaves of absence without pay
5 for reasons other than those generating other leaves under this
6 Article. Any unit member on an unpaid leave of absence may con-
7 tinue to be covered under District health and welfare plans by
8 paying to the District the amount of the full premiums to maintain
9 his/her health and welfare plans. The application for unpaid leave
10 of absence shall be in writing. A unit member on such leave shall
11 notify the District Personnel Office by March 1 of the school year
12 during which leave was granted as to an intent to return to duty
13 the following school year. Unpaid leaves of absence shall be
14 granted, upon written request, for no less than one month up to
15 one year for the following purposes: Care for a member of the
16 immediate family who is ill; and long-term illness of the unit
17 member provided the unit member first exhausts accumulated and
18 differential paid sick leave. A one-year extension of such leave
19 may be granted by the District. All other unpaid leaves of
20 absence shall be at the discretion of the District.

21 11.12 Misuse of leaves shall result in mandatory pay
22 deduction where compensation would otherwise be granted; repeated
23 misuse shall be grounds for discipline.

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1 Article 12: CONCERTED ACTIVITIES

2 12.1 It is agreed and understood that there will be no
3 strike, work stoppage, slow-down, picketing in connection there-
4 with, or other interference with the operations of the District
5 by the Association or by its officers, agents or members during
6 the term of this Agreement, including compliance with the request
7 of other labor organizations to engage in such activity.

8 12.2 The Association recognizes the duty and obligation
9 of its representatives to comply with the provisions of this
10 agreement and to make every effort toward inducing all employees
11 to do so. In the event of a strike, work stoppage, slow-down, or
12 other interference with the operations of the District by em-
13 ployees who are represented by the Association, the Association
14 agrees in good faith to take all necessary steps to cause those
15 employees to cease such action.

16 12.3 It is agreed and understood that any employee
17 violating this Article may be subject to appropriate discipline
18 up to and including termination by the District

19 12.4 It is understood that in the event the Association,
20 its officers or agents violate this Article, the District shall
21 be entitled to withdraw any rights, privileges or services pro-
22 vided for in this Agreement, in District policy, or by Education
23 Code from the Association.

24 12.5 The parties are in disagreement as to whether or
25 not the Association has a right to strike. Assuming, without
26 conceding, that such right may exist under certain circumstances,
27 this clause represents a clear, knowing, specific waiver of such
28 right during the term of this Agreement or any extension thereof

1 over matters arising under this Agreement or outside the Agree-
2 ment.

3 12.6 Neither the submission of this proposal, nor
4 its violation or expiration, shall prejudice the District's
5 legal position that the above activities are or may be indepen-
6 dent violations of the law, illegal notwithstanding this Article.

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1 Article 13: MISCELLANEOUS PROVISIONS

2 13.1 Any individual contract between the Board and
3 an individual unit member shall be subject to and consistent with
4 the terms and conditions of this Agreement. If an individual
5 contract contains any language inconsistent with this Agreement,
6 this Agreement, during its duration, shall be controlling.

7 13.2 All notices pursuant to this Agreement shall be
8 addressed to the parties as follows: District - Superintendent,
9 Redondo Beach City School District, 1401 Inglewood Avenue,
10 Redondo Beach, CA 90278; Association - Executive Director,
11 Redondo Beach City Teachers Association, 231 Vista Del Mar,
12 Suites C and D, Redondo Beach, CA 90277.

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Article 14: SAVINGS PROVISION

14.1 Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of this Agreement if not affected by the deleted article, section, or clause.

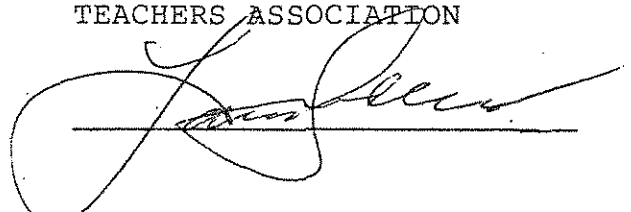
DATED: October 20, 1981

SIGNED: 8/3, 1982

REDONDO BEACH CITY
SCHOOL DISTRICT

REDONDO BEACH CITY
TEACHERS ASSOCIATION



REDONDO BEACH CITY SCHOOL DISTRICT
Administration Office
1401 Inglewood Avenue
Redondo Beach, California 90278

CERTIFICATED SALARY SCHEDULE 1983-84

<u>STEP</u>	<u>GROUP I</u> AB	<u>GROUP II</u> AB+15	<u>GROUP III</u> AB+30	<u>GROUP IV</u> AB+45 or MA	<u>GROUP V</u> AB+60 & MA or MA+15	<u>GROUP VI</u> AB+75 & MA or MA+30
1	15,890	16,830	17,766	18,699	19,637	20,579
2	16,599	17,562	18,522	19,482	20,445	21,405
3	17,308	18,300	19,281	20,267	21,250	22,234
4	18,018	19,031	20,039	21,048	22,056	23,070
5	18,724	19,766	20,799	21,829	22,862	23,889
6	19,437	20,503	21,555	22,603	23,670	24,723
7	20,143	21,234	22,310	23,392	24,473	25,557
8	20,847	21,967	23,073	24,171	25,280	26,384
9	21,556	22,702	23,826	24,958	26,087	27,212
10	22,266	23,439	24,585	25,739	26,891	28,041
11	22,973	24,168	25,352	26,518	27,696	28,873
12	23,678	24,906	26,103	27,303	28,504	29,702
13			26,860	28,083	29,308	30,529

1. The units mentioned above are semester units. Quarter units are converted to semester units by multiplying by 2/3 and rounding off to the nearest whole number.
2. No certificated personnel will be permitted to progress beyond Column I, Step 6, Column II, Step 8, and Column III, Step 10, after September 1, 1969. (All teachers will receive an increment for the coming year, this is done by Board action in March of each year.)
3. Certificated personnel entering the District shall be placed in the Group and on the Step according to training and experience, not to exceed Step 5.
4. Bargaining unit members who hold a doctorate degree shall receive an additional fifty dollars (\$50.00) per month in salary commencing July 1, 1977 or the date they receive said doctorate degree, whichever is later.
5. Teacher in Charge \$500.
6. Computer stipend \$300.
7. Career Increment - \$800 beginning 20th year of credited service with the district.

Effective date 9/1/83

ms
2/21/84

Approved 2-7-84

REDONDO BEACH CITY SCHOOL DISTRICT
Administration Office
1401 Inglewood Avenue
Redondo Beach, California 90278

CERTIFICATED SALARY SCHEDULE 1982-83

<u>STEP</u>	<u>GROUP I</u> AB	<u>GROUP II</u> AB+15	<u>GROUP III</u> AB+30	<u>GROUP IV</u> AB+45 or MA	<u>GROUP V</u> AB+60 & MA or MA+15	<u>GROUP VI</u> AB+75 & MA or MA+30
1	14,991	15,877	16,760	17,641	18,525	19,414
2	15,659	16,568	17,474	18,379	19,288	20,193
3	16,328	17,264	18,190	19,120	20,047	20,975
4	16,998	17,954	18,905	19,857	20,808	21,764
5	17,664	18,648	19,622	20,593	21,568	22,537
6	18,337	19,342	20,335	21,324	22,330	23,324
7	19,003	20,032	21,047	22,068	23,088	24,110
8	19,667	20,724	21,767	22,803	23,849	24,891
9	20,336	21,417	22,477	23,545	24,610	25,672
10	21,006	22,112	23,193	24,282	25,369	26,454
11	21,673	22,800	23,917	25,017	26,128	27,239
12	22,338	23,496	24,625	25,758	26,891	28,021
13			25,340	26,493	27,649	28,801

1. The units mentioned above are semester units. Quarter units are converted to semester units by multiplying by 2/3 and rounding off to the nearest whole number.
2. No certificated personnel will be permitted to progress beyond Column I, Step 6, Column II, Step 8, and Column III, Step 10, after September 1, 1969. (All teachers will receive an increment for the coming year, this is done by Board action in March of each year.)
3. Certificated personnel entering the district shall be placed in the Group and on the Step according to training and experience, not to exceed Step 5.
4. Bargaining unit members who hold a doctorate degree shall receive an additional fifty dollars (\$50.00) per month in salary commencing July 1, 1977 or the date they receive said doctorate degree, whichever is later.
5. Teacher in Charge \$500.
6. Computer stipend \$300.
7. Career Increment \$800.

Effective date 9/1/82

cr
12/6/82

Approved 12/7/82

REDONDO BEACH CITY SCHOOL DISTRICT

PSYCHOLOGISTS & COUNSELORS SALARY SCHEDULE 1982-83

<u>STEP</u>	<u>GROUP I</u> AB+30	<u>GROUP II</u> AB+45 or MA	<u>GROUP III</u> AB+60 & MA or MA+15	<u>GROUP IV</u> AB+75 & MA or MA+30
1	25,677	26,923	28,167	29,413
2	26,556	27,820	29,098	30,366
3	27,423	28,726	30,025	31,320
4	28,297	29,625	30,949	32,275
5	29,178	30,518	31,875	33,232
6		31,425	32,802	34,186
7		32,322	33,733	35,138
8		33,219	34,660	36,090

Credit for out-of-district public school experience will be allowed for service in a comparable field of employment, not to exceed four years.

Duty year 223 days.

Bargaining unit members who hold a doctorate degree shall receive an additional fifty dollars (\$50.00) per month in salary commencing July 1, 1977 or the date they receive said doctorate degree, whichever is later.

Anyone promoted to psychologist or consultant from within the district shall be placed on the appropriate step of the appropriate column. However, if this should mean a decrease in annual salary, then placement will be just above that salary the individual would have received in his former position.

Mileage for Psychologists: \$25.00 per month

Effective date 9-1-82

cr
12/6/82

Approved 12/7/82

REDONDO BEACH CITY SCHOOL DISTRICT
Personnel Office

TEACHER DUTY CALENDAR 1982-83

Mon. Tues. Wed. Thurs. Fri. Mon. Tues. Wed. Thurs. Fri.

SEPTEMBER

13*	14	15	16	17
20	21	22	23	24
27	28	29	30	

FEBRUARY

	1	2	3	4
7	8	9	10	(11)
14	15	16	17	18
(21)	22	23	24	25
28				

OCTOBER

				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

MARCH

	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
(28)	(29)	(30)	(31)	

NOVEMBER

1	2	3	4	5
8	9	10	(11)	12
15	16	17	18	19
22	23	24	(25)	(26)
29	30			

APRIL

				(1)
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

DECEMBER

		1	2	3
6	7	8	9	10
13	14	15	16	17
(20)	(21)	(22)	(23)	(24)
(27)	(28)	(29)	(30)	(31)

MAY

2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
(30)	31			

JANUARY

3	4	5	6	7
10	11	12	13	(14)
17	18	19	20	21
24	25	26	27	28
31				

JUNE

		1	2	3
6	7	8	9	10
13	14	15	16	17

○ Legal Holiday
□ Local Holiday
* Teacher Inservice Day

178 Duty Days
176 Student Days
(June 17 no students)

REDONDO BEACH CITY SCHOOL DISTRICT
Personnel Office

1984-85 CERTIFICATED CALENDAR

Approved 8-7-84

Mon. Tues. Wed. Thurs. Fri.

SEPTEMBER

3	4	5	*6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

OCTOBER

1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

NOVEMBER

5	6	7	1	2
12	13	14	8	9
19	20	21	15	16
26	27	28	22	23
			29	30

DECEMBER

3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

JANUARY

	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

Mon. Tues. Wed. Thurs. Fri.

FEBRUARY

				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	

MARCH

				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

APRIL

1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

MAY

		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

JUNE

3	4	5	6	7
10	11	12	13	14
17	18	19	**20	21

- State legal holiday
 □ Board declared holidays
 △ First/last duty days for teachers
 * First day for students
 ** Last day for students
 180 Instructional days

Teacher work days - 182
 Student days - 180