

1. PREAMBLE:

This is an agreement made and entered into as of the dates specified herein between the Redondo Beach City School District (District) and the Redondo Beach City Teachers Association, an affiliate of South Bay United Teachers, California Teachers Association, and the National Education Association (Association). This agreement shall remain in full force and effect up to and including June 30, 1993 and from year to year thereafter unless either party submits a request to the other to terminate, modify or amend the agreement as provided below: No sooner than May 1, 1993 and no later than June 15, 1993, or between May 1 and June 15 of any successive year, the party wishing to terminate, modify or amend the agreement shall submit in writing to the other party its request to do so, accompanied by its initial proposals for a successor agreement. Meeting and negotiating in connection with such proposals as well as appropriate counterproposals shall commence no later than September 30, 1993, or September 30 of any successive year, or at a mutually agreeable alternative date.

This agreement terminates and supersedes all past practices, agreements, traditions and rules or regulations concerning the matters covered herein.

Article 1: RECOGNITION

1.1 The District confirms its recognition of the Association as the exclusive representative for the employees in the representation unit which is comprised of the following positions; Classroom Teacher; Psychologist; Counselor; Nurse; Music Teacher; Gate Teacher and Resource Teacher; Home Teacher, Advisor, and part-time/regular employees who work one-fourth or more of the time worked by full-time unit members in a comparable position. It excludes all other positions not specifically enumerated above which includes, but is not limited to: Part-time/casual employees; certificated employees who work less than one-fourth of the time worked by full-time unit members; Superintendent; Assistant Superintendent; Director; Principal; and Children's Center Head Teachers.

1.2 The parties agree that the unit is appropriate and that they will not seek clarification of the unit either as to the specific exclusions or the enumerated inclusions.

Article 2: GRIEVANCE PROCEDURE

2.1 DEFINITIONS

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

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

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

2.2 TIME LIMITS

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

2.3 INFORMAL LEVEL

Before filing a formal written grievance, the grievant shall attempt to resolve it by informal conference with the grievant's immediate supervisor.

2.4 FORMAL LEVEL

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

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

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

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

2.4.2 LEVEL I In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision on the appropriate form to the Assistant Superintendent of Personnel within ten (10) days.

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

The Assistant Superintendent of Personnel shall communicate a decision in writing within ten (10) days after receiving the appeal. Either a grievant or the Assistant Superintendent of Personnel may request a personal conference within the above time limits. If the Assistant Superintendent of Personnel does not respond within the time limits, the grievant may appeal to the next level.

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

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

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

2.4.4 LEVEL IV In the event that 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.

2.4.5 LEVEL V In the event that the grievant is not satisfied with the Board's decision, he/she may submit the grievance to the Association which shall have the exclusive authority to decide whether or not to request arbitration of the grievance. If the Association requests arbitration, it must do so within twenty (20) days following the Board's decision.

In the event that the Board chooses not to review the matter, and the grievant wishes to pursue the matter further, he/she may submit the grievance to the Association which shall have the exclusive authority to decide whether or not to request arbitration of the grievance. If the Association requests arbitration, it must do so no later than twenty (20) days following the griev-

ant's receipt of the Board's Notice of Intention Not to Review the Matter.

All requests for arbitration must be submitted in writing.

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

As soon as possible after his/her selection, the arbitrator shall schedule a hearing wherein relevant testimony and documentary evidence may be introduced. The parties shall supply the arbitrator with a written submission of the issues to be heard.

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

The fees and expenses of the arbitrator and of the transcript, if any, of the hearing shall be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them.

The decision of the arbitrator shall be final and binding on both parties. By processing a grievance to the arbitration level, the grievant expressly waives any right to statutory remedies or to the exercise of any legal process other than as provided by this Grievance/Arbitration Procedure. Processing of a grievance to arbitration shall constitute an express election on the part of the grievant that the Grievance/Arbitration Procedure is the chosen forum for resolving the issues contained in the grievance, and that the grievant will not resort to any other forum or procedure for resolution of the issues.

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

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

Article 3: ASSOCIATION RIGHTS

3.1 Subject to reasonable rules and regulations, the Association shall have the right to use school buildings and facilities for Association activities only outside established work time except: (a) when an authorized Association representative secures advance permission from the Superintendent or his/her designee for use of school facilities within established work hours; (b) when Association activities do not interfere with the school program or duties of unit members; (c) when Association activities do not interfere with the rights of employees to refrain from listening to our speaking with Association representatives.

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

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

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

3.5 The Association will not post or distribute information which is knowingly false or defamatory. Such posting shall be subject to immediate removal by management.

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

3.7 Any member of the bargaining unit who is a member of the Association, or who has applied for Association membership, may sign and deliver to the District an assignment form authorizing deduction of unified membership dues and initiation fees. Such authorization for payroll deductions for payment of membership dues shall continue in effect until revoked in writing by the employee.

3.8 Any unit member who is not a member of the Association or who does not make an application for membership within thirty (30) days following the effective date of this paragraph, or, for those fired after the effective date of this paragraph, within thirty (30) days from the date of commencement of duties shall become a member of the Association or pay to the Association an agency fee which shall not exceed the Association's initiation fee plus periodic dues, provided however, the unit member may authorize payroll deduction for such fee in the same manner as provided in paragraph 3.7 above.

3.9 Any unit member who does not utilize the provisions of paragraph 3.7 above may arrange to pay service fees directly to the Association in lieu of having such fees deducted from his/her salary warrant; in the event such unit member is delinquent in payment of fees, the Association shall so notify the District in writing and request that the District initiate involuntary deductions pursuant to paragraph 3.10 below.

3.10 For unit members who have not executed voluntary written authorizations and/or for unit members who are delinquent in the payment of service fees as described in paragraph 3.9 above, the District shall reduce the salary warrant for the payment of service fees to the Association.

3.11 Dues and service fees withheld by the District shall be transmitted to the Association at the address specified in writing by the Association for receipt of such funds. The District shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period commencing fifteen (15) workdays or more after such submission.

3.12 Deductions for members of the bargaining unit who commence duties after the beginning of the school year and, therefore, are not subject to deductions until after the beginning of the school year, shall be prorated in such a manner that the employee will pay dues or fees only in proportion to the number of school months during the school year in which he/she is a member of the Association or otherwise subject to the terms of this Organizational Security Clause. Any fraction of a month shall be counted as a full month.

3.13 No unit member shall be required to join the Association or to make an agency fee payment if the unit member is an actual verified member of a bonafide religion, body or sect which as historically held conscientious objections to joining or financially supporting employee organizations; this exemption shall not be granted unless and until such unit member has verified the

specific circumstances. Such employee must, instead, arrange with the Association to satisfy his/her obligation by donating the equivalent amount to a nonlabor, nonreligion charitable fund, tax exempt under Section 501 (c) (3) of the Internal Revenue code, chosen from the following list:

- a. United Way
- b. Heart Fund
- c. Cancer Society

The Association shall have the right to request reasonable verification of such payments in the form of either canceled checks and/or receipts.

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

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

3.16 It is the express intention of the parties that the agency fee obligation outlined herein constitutes a condition of continued employment and that the parties contemplate utilizing the remedies provided for in Education Code Section 45061 for enforcing this Article.

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

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

3.19 The Association shall furnish to the District any information needed by the District to fulfill the provisions of this Article.

Article 4: DISTRICT RIGHTS

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

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

4.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this agreement, then only to the extent such specific and express terms are in conformance with the law.

4.3 Nothing in this Article is intended to limit, undermine or waive the Association's right to meet and negotiate concerning matters within the scope of representation for a successor collective bargaining agreement.

Article 5: COMPENSATION/HEALTH AND WELFARE BENEFITS

5.1 Salaries - 1990-91

As part of the agreement of 1988-91, 0.65% will be added to the 1990-91 salary schedule and paid to unit members in one lump sum.

5.1.1 Effective September 1, 1991, the salary schedule shall be as shown in Appendix A and B. For unit members (psychologists, etc.) whose work year begins prior to September 1, the effective date shall coincide with their first duty day of the school year.

5.2 Health and Welfare Benefits

Effective with the November 1, 1991 pay warrant, the district will contribute tenthly the amounts shown in Appendix C for unit member health and welfare benefits.

5.2.1 Unit members hired prior to April 1, 1986, may elect to have deductions made for Medicare Coverage. This program will be implemented following approval by PERS--TEACHERS MEDICARE SERVICES. It is the intention of both the Association and the District to have the program in effect by December 1, 1992.

5.3 Negotiations for 1992-93 for both salary and health/welfare benefits shall be opened no sooner than April 1, 1992, and no later than June 15, 1992.

5.4 If the Association agrees to increase the Delta Dental annual maximum to \$2000 per year, the District will implement this modification with the understanding that the increase in premium generated by this change, will be paid by the employees.

5.5 Health and Welfare benefits for 1992-93 are subject to negotiations. In the event of an increase for premiums and no agreement thereon for 1992-93 by October 1, 1992, the unit member shall be responsible for the increased amount which shall be deducted from the salary warrant.

5.6 Teacher in Charge/Advisor:

Unit members designated as "teacher-in-charge" during the absence of the site administrator shall be paid \$75 tenthly above their regular placement on the unit members' salary schedule. At schools where a principal has a shared assignment the "teacher-in-charge" shall be paid \$125 tenthly above regular placement on the salary schedule, except when an assistant principal has been assigned to either school.

5.7 Home Teacher:

Home teachers shall be paid on an hourly rate based on 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.

5.8 Mileage:

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

5.9 Placement:

5.9.1 Unit Members Salary Schedule (Appendix A)

5.9.1.1 GROUP I - represents unit members possessing a Bachelor's Degree.

5.9.1.2 GROUP II - represents unit members possessing Bachelor's Degree plus 15 semester units of credit.

- 5.9.1.3 GROUP III - represents unit members possessing a Bachelor's Degree plus 30 semester units of credit.
- 5.9.1.4 GROUP IV - represents unit members possessing a Bachelor's Degree plus 45 semester units of credit, or a Master's Degree.
- 5.9.1.5 GROUP V - represents unit members possessing a Bachelor's degree of credit, including a Master's Degree, or a Master's Degree plus 15 semester units of credit.
- 5.9.1.6 GROUP VI - represents unit members possessing a Bachelor's degree plus 75 semester units of credit including a Master's degree, or a Master's degree plus 30 semester units of credit.

5.9.2 Psychologist Salary Schedule (Appendix B)

- 5.9.2.1 GROUP I represents unit members possessing a Bachelor's degree plus 30 semester units of credit.
- 5.9.2.2 GROUP II represents unit members possessing a Bachelor's degree plus 45 semester units of credit.
- 5.9.2.3 GROUP III represents unit members possessing a Bachelor's degree plus 60 semester units of credit, or a Master's degree plus 15 units of credit.
- 5.9.2.4 GROUP IV represents unit members possessing a Bachelor's degree plus 175 semester units of credit, or a Master's degree plus 30 semester units of credit.

5.9.3 Units

- 5.9.3.1 All column heading indicate requirements in semester units. "Semester Unit" means one semester

hour of upper division or 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.

5.9.3.2 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.

5.9.4 Experience

5.9.4.1 Eight school months of active service 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.

5.9.4.2 Pursuant to Government Code Section 3543.2(d), unit members (except psychologists) entering the District, shall be given credit, up to 7 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 four (4) years.

Only prior experience occurring in the immediate ten (10) years before initial employment shall be considered. The District reserves the right to waive this limitation for any specific vacancy, but such waiver shall be by District action only.

5.10 Advancement

5.10.1 Advancement by Steps

5.10.1.1 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.

5.10.1.2 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.

5.10.1.3 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.

5.10.2 Advancement from Group to Group

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

5.11 Career Increments

5.11.1 After the nineteenth year of credited service with the District, unit members shall be eligible for a career increment of one thousand dollars (\$1000) annually; provided, however, that the employee has not received an unsatisfactory evaluation in the preceding year. Such career increments shall not be considered part of the employee's base rate of pay.

5.12 Professional Growth Incentives Unit members who have reached Step 12, Group VI on the salary schedule are eligible to earn up to a maximum of four (4) professional growth incentives as follows: Upon presenting evidence of having satisfactorily completed six (6) semester units (or equivalent) the unit member will receive an additional \$375 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 and the unit member must have received an overall rating of "satisfactory" or above 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 at Steps 17, 22 and 27 of the salary schedule.

5.13 Substitute Pay If a class is temporarily dispersed to provide coverage in the absence of a substitute, those teachers providing coverage by taking additional students shall receive a pro-rated portion of substitute pay.

Article 6: HOURS

6.1 Unit members assigned to the K-8 instructional program shall be on duty from 8:00 a.m. to 3:15 p.m. or equivalent on-site duty hours. The term "equivalent on-site duty hours" is limited to accommodating the District's exclusive discretion to schedule the beginning and ending of the instructional day at other times depending upon the needs or practices at an individual school site, provided that the District shall not alter the above starting and ending times by more than one-half hour each. Under no circumstances is the term "equivalent on-site duty hours" to be interpreted or applied to provide individual employees with flexible hours.

Regularly assigned student contact time shall be 200 minutes daily for kindergarten, 285 minutes daily for grades one and two and 300 minutes daily for grades three through eight.

For purposes of this section, the phrase "student contact time" relates to the regularly assigned instructional day and is not intended as, nor shall it be, a limitation upon assignments outlined in paragraphs 6.4 and 6.5 below.

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

6.3 Unit members contracted to work in other assignments, (Psychologists, etc.) shall work eight (8) hours per day unless otherwise specified in their annual employee contract. All hours worked are to be consecutive, except by mutual agreement of the employee and the District.

6.4 In addition to the hours outlined in 6.1 above, unit members shall attend all required meetings, participate in such professional activities and perform such professional assignments after 3:15 p.m. as may be called or assigned by the principal or other immediate supervisor or by the Superintendent or his designee, consistent with existing District practices and requirements. By mutual agreement such activities may be required during preparation time as defined in paragraph 6.5. Mutual agreement is required only when such activities involve all or a substantial portion of the faculty at a particular site. For purposes of this paragraph, mutual agreement may be either between the site administrator and the site faculty or between the site administrator and the Association's building representative.

6.5 During the term of this agreement, the District will continue to assign preparation time to instructional unit members. Generally, the time between the end of the last teaching period and the end of the on-site duty day shall be set aside for preparation time, subject to the provisions of paragraph 6.4. The preparation time shall be a period of time set aside for the carrying out of professional responsibilities relating primarily to classroom teaching services and the teaching and guidance of pupils. It is understood and agreed that on certain occasions, the District may reduce or eliminate the preparation time for an individual unit member or groups of unit members on minimum days or in cases of emergency.

6.6 The 1988-89, 1989-90 and 1990-91 calendar shall consist of 182 working days and 180 teaching days unless changed by mutual agreement. The calendar is attached as Appendices D.

6.7 Unit members new to the district will work two additional days, to be used for orientation. To the extent possible, these days will be scheduled just prior to the return of all other teachers. For those new unit members not hired prior to the start of school, the orientation days will be held as close to their first paid duty day as is practical.

Article 7: TRANSFERS AND REASSIGNMENTS

7.1 Definitions

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

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

7.2 Posting of Vacancies

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

7.2.2 Each posting shall contain the following information:

- A. Site location of the vacancy
- B. Qualifications shall include, but not be limited to:
 - 1. Grade level or subject matter experience
 - 2. Credential requirements
 - 3. Service requirements
 - 4. Special qualifications
 - 5. Demonstration of satisfactory teaching experience as evidenced by evaluations, review of personnel files, interviews with immediate supervisors or any other relevant evidence.
- C. Job description and typical responsibilities.

7.2.3 All postings shall include the closing date for filing. The closing day for current employees shall be no less

than ten (10) days after posting unless the district can demonstrate an unanticipated need to fill the vacancy sooner.

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

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

7.2.6 For the period September 1 through October 1 of each school year, the District may fill vacancies created by unexpected or belated resignations, retirements and/or leaves or by unanticipated enrollment fluctuations by utilizing the following procedures in the following order:

1. Selection from the District "active" file;
2. Involuntary transfer;
3. Selection from preferential reemployment lists;
4. Voluntary transfer.

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

7.3 Teachers who desire to transfer shall file a transfer application with his/her site administrator. The site administrator shall forward the application to the Personnel Office, which shall return a copy to the applicant with appropriate acknowledgment of receipt. Such statement shall include the school or schools and grade level and/or subject matter thereat to which he/she desires to be transferred, in order of preference. Teachers who desire a reassignment may file a reassignment application with his/her site administrator. The application shall include the grade level and/or subject matter to which he/she desires to be reassigned, in order of preference.

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

7.3.2 In the event of a vacancy, District management and/or the appropriate site administrator will select from among competing applicants based upon the listed qualifications (Section 7.2.2, subparagraphs B and C). When, in the judgment of

management, an employee with shorter service has the greater qualifications than those of an employee with longer service, the one with shorter service shall be selected; only when qualifications are equal shall length of service in the District be controlling.

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

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

7.6 Involuntary transfers and/or involuntary reassignments may be initiated by District and/or site-level management based upon educational-related needs of the District. Transfers and/or reassignments shall not be implemented on an arbitrary basis. In the event of such transfer or reassignment, the employee(s) shall be advised of the reasons therefore through a personal conference with the appropriate administrator five (5) days prior to the transfer or reassignment, unless said transfer or reassignment occurs within the first month of school or under extenuating circumstances.

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

7.7 Unit members who must be transferred as a result of a school closing 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.

Article 8: SAFETY CONDITIONS

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

8.2 Unit members may notify their immediate supervisor in writing concerning conditions which in their opinion would directly affect their physical welfare. The supervisor will investigate the reported condition and advise the unit member in writing of their findings and any corrective action which will be taken.

The administrative response will be made within five (5) days of the initial written notification.

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

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

8.5 Physical Examination

Upon resignation or termination of employment with the District, the unit member shall, upon request by the District, submit to an exit interview and physical examination at District's expense. Submitting to an exit interview and/or physical examination shall not constitute a waiver of any rights to which the unit member may be entitled.

ARTICLE 9: PROCEDURES FOR EVALUATION OF EMPLOYEES

9.1 GENERAL INFORMATION

Evaluation and assessment of the performance of each certificated employee shall be made on a continuing basis, at least once each school year for probationary personnel, and at least every other year for personnel with permanent status. The evaluation shall include recommendations, if necessary, as to areas of improvement in the performance of the employee. In the event an employee is not performing his or her duties in a satisfactory manner, the District shall notify the employee in writing of such fact and describe such unsatisfactory performance. The District shall thereafter confer with the employee, making specific recommendations as to areas of improvement in the employee's performance, and endeavor to assist the employee in such performance. When any permanent certificated employee has received an unsatisfactory evaluation, the District shall annually evaluate the employee until the employee achieves a positive evaluation or is separated from the District.

9.2 AGREEMENT UPON ELEMENTS OF EVALUATION

9.2.1 No later than the end of the sixth (6th) school week of the year in which evaluation is to take place, the evaluator and the unit member shall meet and attempt to agree upon the elements on which the evaluation is to be based. If they do not agree on said elements, the evaluator shall resolve the disagreement. During the course of the evaluation period, circum-

stances may arise which require modification of the evaluation elements. The necessity for revising the evaluation elements, based on reasonable criteria, shall be determined by the evaluator. In the event such revisions are made at the request of the unit member, all applicable contractual and statutory time limits, specifically including, but not limited to, those contained in Education Code Section 44938 are tolled up to the number of days the process was delayed.

9.3 OBSERVATIONS

9.3.1 Every probationary member of the unit shall be observed at least three (3) times during the school year, with the first taking place no later than November 15 and the third taking place no later than March 1; written reports shall follow each observation. At least two of the observations may be unannounced.

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

9.3.3 Any member of the unit who receives a negative evaluation report shall, upon request, be entitled to two (2) subsequent observations, two (2) conferences, and one (1) additional written evaluation report; in such case the observations may be unannounced.

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

9.4 EVALUATION

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

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

9.4.3 A unit member who receives an unsatisfactory evaluation shall not be entitled to incremental (step) movement on the salary schedule.

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

9.5 PERSONNEL FILES

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

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

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

9.6 COMPLAINTS REGARDING UNIT MEMBERS

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

9.6.2 Should the administrator or involved unit member believe that a meeting with the complainant would help resolve the problem, the administrator will attempt to set up a meeting involving the administration, the unit member and the complainant. neither the parent, nor unit member shall be represented at said meeting.

9.6.3 If the matter is not resolved at the meeting to the satisfaction of the complainant, he/she may put his/her complaint into writing and submit the original to the unit member with a copy to the unit member's immediate supervisor. The immediate supervisor shall investigate the complaint. If the investigation reveals that the complaint lacks merit, the site administrator shall so note on the complaint and proceed no further with the matter; absent newly discovered evidence, such complaint shall not adversely impact the unit member's final evaluation.

The complainant may refer the matter to the superintendent or his/her designee. The unit member shall be given notice and an opportunity to initial and date the written complaint and prepare a written response to such complaint. The response shall be attached to the written complaint.

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

ARTICLE 10: CLASS SIZE

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

K - 8 30

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

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

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

Computation factor to be utilized is to divide the total number of students by the total number of regular classroom teachers, excluding physical education teachers at both levels.

10.3 Under no circumstances shall this clause be interpreted, applied, or construed to require the District to acquire, lease, or build additional facilities, or to employ additional personnel.

ARTICLE 11: LEAVES

11.1 Sick Leave

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

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

11.1.3 Unused sick leave shall accumulate from year to year.

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

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

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

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

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

11.2 Personal Necessity Leave

11.2.1 Each certificated employee shall be entitled, at his election, to utilize up to seven (7) days leave of absence annually for personal necessity. Such leave shall not be used merely for an extension of holiday and vacation or for personal convenience, and it shall be deducted from the employee's accumulated sick leave.

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

- (a) death or serious illness of a member of his immediate family;
- (b) accident involving his person or property or the person or property of a member of his immediate family.

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

11.3 BEREAVEMENT LEAVE

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

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

11.4 INDUSTRIAL ACCIDENT LEAVE

11.4.1 Unit members will be entitled to industrial accident leave according to the provision in Education Code Section 44984 for personal injury which has qualified for worker's compensation.

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

year. When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury.

11.4.3 The District has the right to have the unit member examined by a physician designated by the District at District expense to assist in determining the length of time during which the teacher will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.

11.4.4 For any days of absence from duty as a result of the same industrial accident, the unit member shall endorse to the District any wage loss benefit check from which would make the total compensation from both sources exceed one hundred (100) percent of the amount the unit member would have received as a salary had there been no industrial accident or illness.

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

11.5 MATERNITY LEAVE

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

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

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

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

11.5.5 An employee on pregnancy disability leave for one semester or less shall be entitled to return to the same assignment held at the time such leave commenced, unless such assignment has been discontinued, in which case the employee shall be entitled to a comparable assignment. An employee on pregnancy disability leave for more than one semester shall be entitled to return to an assignment comparable to the assignment held at the time such leave commenced. In any case, the assignment of the employee upon return to work shall be comparable to that held at the time pregnancy disability began. "Comparable" means same educational level (primary or intermediate elementary; middle school) and also means immediate assignment within major and/or minor teaching fields whenever possible, except by request of the employee and availability of the position.

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

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

- A. District management may require a verification of the extent of disability through a physical examination of an employee by a physician appointed by the District, at District expense; or
- B. An additional medical examination shall be conducted by the employee's physician at District expense. In the event the employee chooses to exercise this option, the employee's physician's verification shall contain the following language:

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

Executed this _____ day of _____, 19__ at _____, California, Los Angeles County."

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

11.6 PARENTAL LEAVE

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

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

11.7 SABBATICAL LEAVE

11.7.1 The number of sabbatical leaves and the selection among the candidates for sabbatical leave in any one (1) year shall be determined from time to time by the Board of Education, consistent with the Best interest of the District and the availability of funds. Under no circumstances shall more than one percent (1%) of the certificated staff be granted sabbatical leave in any one (1) school year.

11.7.2 Purpose of Sabbatical Leave

- A. Sabbatical leave will only be granted for the purpose of preparing for improved services in the school of the Redondo Beach City School District.
- B. Such purpose may be accomplished by either or both of the following:
 - 1. Professional study or research
 - 2. Certain travel and observation

11.7.3 Length of Leave

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

11.7.4 Eligibility

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

11.7.5 Application for Leave

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

11.7.6 Standards of Study and Travel

Leaves of Absence may be granted of the following purposes:

- A. Professional Study - the applicant shall submit evidence that the proposed professional study shall be designed to improve teaching techniques, or to broaden experience in special fields and to be of value to the schools and pupils in this District. Such professional study shall be on a full-time basis and be a minimum of twelve (12) units of graduate study per semester. Evidence of the successful completion of this work shall be filed in the form of a transcript of work taken and grades earned. Within thirty (30) days after returning to the District, this transcript is to be submitted with a statement attesting the satisfactory completion of the terms set up in the contract for sabbatical leave.
- B. Approved Travel - Applications for sabbatical leave under this provision shall submit a brief statement of the proposed itinerary. Travel in the United States would require that the movement be continuous with established residence limited to not longer than two (2) weeks, for a minimum period of twelve (12) weeks per semester, or twenty-four (24) weeks for a full year of leave. For foreign travel, foreign residence is acceptable with a minimum of twelve (12) weeks required where leave is not for one (1) year.

11.7.7 - Compensation

- A. While on sabbatical leave of absence, the employee shall receive one-half ($\frac{1}{2}$) of the salary he would have received during the period of leave if he had continued in his regular service during such a period.
- B. Salary for sabbatical leave will be paid the employee while on leave of absence in the same manner as if the employee on duty in the District, upon the furnishing by them employee of an acceptable bond indemnifying the District against loss in the event that the employee fails to render at least two consecutive years' service in the District after returning from leave of absence, or one year's service for one semester of sabbatical leave. Such bond shall be exonerated in the event that failure of such employee to return and render such required years of service is caused by death or physical or mental disability of the employee.

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

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

11.7.8 Salary Deductions

- A. All regular deductions will be withheld during sabbatical leave.

11.7.9 Regulation on Accident and Illness on Leave

- A. Interruption of a program of study or travel while on sabbatical leave caused by serious accident or illness, evidence of which is satisfactory to the Superintendent and the Board of Education, shall not constitute a breach of the contract of sabbatical leave relating to obligations of study and travel nor affect the amount of compensation to be paid, as regards the fulfillment of the conditions regarding study or travel under which leave was granted, nor affect the amount of compensation to be paid the employee while on leave, provided, however, that the Superintendent has been promptly notified of

such accident or illness, and that the employee continues with as much approved study and travel as health permits.

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

11.7.10 Return to Position and Required Report

- A. At the expiration of a sabbatical leave, the certificated employee who has been granted such leave shall be returned to a position of equivalent status to that held prior to the leave. No credit toward salary step advancement shall accrue during the period of the sabbatical leave.
- B. Each employee who has been on sabbatical leave shall file with the Superintendent, a professional report not later than thirty (30) days after return to active service. Such report shall contain detailed data as to the activities of the employee, together with the employee's appraisal of the professional value of the experience gained while on leave, the manner in which such experience or knowledge gained may be used for the benefit of the students or the school in which the employee is located and any other data necessary for a satisfactory report. Such report shall then be presented to the Board of Education for its approval.

11.7.11 Liability

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

11.8 JURY DUTY

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

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

11.8.3 As soon as the unit member is called for jury duty he/she shall report it to his/her immediate supervisor. Upon direction of the supervisor, the unit member shall seek a postponement of jury duty to a time most convenient to the District.

11.9 MILITARY LEAVE

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

11.10 EXCHANGE TEACHING LEAVE

11.10.1 An exchange leave is a leave granted to permit an employee to serve as an exchange employee in California, a foreign country, or territory or possession of the United States.

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

- A. The employee must have obtained permanent status in this District as of the date of applying for the leave.
- B. The employee must have rendered full-time service in a certificated position for at least one (1) year immediately preceding the leave.
- C. The employee must be a superior employee and an excellent representative of the United States and the District.
- D. Applicants will be evaluated on reference forms sent out by the District Office.
- E. An exchange agreement must be signed by the employees and districts concerned.

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

11.10.4 Compensation - The Redondo Beach City School District employee shall be paid by the Redondo Beach School District at his/her regular rate. Under no circumstances shall this provision be interpreted to require the Redondo Beach City School District to pay the salary of the teacher exchange from outside the District.

11.10.5 At the completion of any exchange leave, the Redondo Beach City School District employee shall return to duty in the Redondo Beach City School District and shall serve full time for at least two (2) consecutive years.

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

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

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

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

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

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

11.11 PERSONAL UNPAID LEAVES

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

11.11.2 Unpaid leaves of absence shall be granted, upon written request for up to one year for the following purposes: Care for a member of the immediate family who is ill; and long-term illness of the unit member provided the unit member first exhausts accumulated and differential paid sick leave. A one-year extension of such leave may be granted by the District.

11.11.3 All other unpaid leaves of absence shall be at the discretion of the District.

11.11.4 A unit member on such leave shall notify the District Personnel Office by March 1 of the school year during which leave was granted as to an intent to return to duty the following school year.

11.12 MISUSE OF LEAVES

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

Article 12: CONCERTED ACTIVITIES

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

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

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

12.4 It is understood that in the event the Association, its officers or agents violate this Article, the District shall be entitled to withdraw any rights, privileges or services provided for in this Agreement, in District policy, or by Education Code from the Association.

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

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

Article 13: INTERMEDIATE DISCIPLINE

The District retains the sole right to discipline employees for just cause, provided that in the exercise of this right the District will not act arbitrarily, capriciously, or in violation of the terms of this Agreement.

In order to be timely filed a charge must be initiated no later than thirty (30) days following the act or occurrence upon which the charges are based, or thirty (30) days following the date the District reasonably should have known of the act or occurrence.

In imposing discipline, the District will not take into account any prior charges which occurred more than four (4) years preceding the date of the charge or charges giving rise to the discipline.

Discipline may include, but is not limited to: Letters of reprimand for placement in the unit member's personnel file; suspension with pay; suspension without pay for up to fifteen (15) days in any one school year; involuntary transfer; or appropriate docking of pay. For purposes of this Article, discipline shall not be defined to include termination pursuant to the California Education Code.

Article 14: MISCELLANEOUS PROVISIONS

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

14.2 All notices pursuant to this Agreement shall be addressed to the parties as follows: District - Superintendent, Redondo Beach City School District, 1401 Inglewood Avenue, Redondo Beach, CA 90278; Association - Executive Director, Redondo Beach City Teachers Association, 2275 W. Torrance Blvd., Suite 201, Torrance, CA 90501-2539.

14.3 The parties will establish a representative committee to study the possible effects of unification on the collective bargaining process.

Article 15: PROFESSIONAL GROWTH

This article applies to those unit members who acquire their first clear multiple or single subject teaching credential after August 31, 1985, as provided in Education Code section 44277.

15.1 Those unit members to who this article applies shall develop an individual program of professional participation in activities which contribute to competence, performance or effectiveness in the profession of education. This program is to be completed within a five (5) year period. The five (5) year period begins September 1, 1985, or on the date that a credential is issued after August 31, 1985.

15.2 Each unit member who obtains a clear credential after August 31, 1985, shall develop a professional growth program which shall be consistent with the requirements of law, regulations adopted pursuant to law and District needs. Acceptable activities shall include:

- A. Course work
- B. Professional conferences
- C. Staff development workshops
- D. Service as a mentor teacher
- E. Curriculum development projects
- F. Systematic programs of observation and analysis of teaching
- G. Leadership role in a professional organization (efforts to increase membership or participation in collective bargaining activities)
- H. Educational research or innovative efforts
- I. Other activities: Teacher exchange; alternative work-experience programs; independent study; creative endeavors; cultural experiences

Each unit member's plan shall include activities from more than one of the above categories, subject to section 15.3 below.

15.3 It shall be the responsibility of the unit member to:

15.3.1 Develop and plan his/her individual professional growth program subject to approval of the unit member's professional growth advisor.

15.3.1.1 District management shall designate Growth Advisors from among:

- A. Mentor teachers
- B. Principals and
- C. District level, certificated administrators provided all such advisors hold a valid clear California teaching or services credential and a baccalaureate degree from an accredited institution of postsecondary education. No credential holder may serve as his/her own professional growth advisor.

15.3.2 Participate in at least 15 hours of acceptable activity each year of the 5 year plan, unless the 150 clock hours have already been satisfied.

15.3.3 Submit to the professional growth advisor, no later than June 1, on District prescribed forms accurate and truthful reports setting forth the acceptable activities taken the previous calendar year including the number of hours of each such activity. The professional growth advisor shall certify those completed activities which are appropriate and in conformance with the plan.

15.3.4 Participate in a minimum of 150 hours of acceptable activity each year of the 5 year plan, unless the 150 clock hours have already been satisfied.

15.3.5 Submit to the professional growth advisor, no later than June 1, on District prescribed forms accurate and truthful reports setting forth the acceptable activities taken the previous calendar year including the number of hours of each such activity. The professional growth advisor shall certify those completed activities which are appropriate and in conformance with the plan.

15.3.6 Participate in a minimum of 150 hours of acceptable activities in accordance with the professional growth program during the 5 year period. Certification of full compliance with the requirements of the 5 year program shall be submitted by the unit member in writing no later than ninety (90) calendar days prior to the expiration of the 5 year period.

15.4 This article shall not be subject to the grievance/arbitration procedure under Article 2 of this Agreement.

Article 16: SAVINGS PROVISIONS

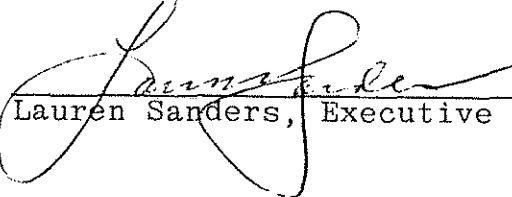
16.1 Should any article, a section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law. The remaining articles, section, and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

16.2 Except as specifically provided herein the terms and conditions of the parties' 1987-88 collectively negotiated agreement shall be carried forward into this new agreement.

Signed this 15th day of July, 1992:

For the District:

For the Association:



Lauren Sanders, Executive Director

REDONDO BEACH CITY SCHOOL DISTRICT

Final

CERTIFICATED SALARY SCHEDULE 1991-92

<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	25,477	25,477	27,024	28,887	30,753	32,615
2	25,477	26,326	28,190	30,055	31,917	33,781
3	25,625	27,491	29,354	31,219	33,081	34,947
4	26,791	28,655	30,520	32,382	34,248	36,111
5	27,957	29,821	31,685	33,548	35,412	37,275
6	29,121	30,984	32,849	34,713	36,577	38,440
7	30,285	32,151	34,013	35,878	37,742	39,606
8	31,453	33,314	35,177	37,042	38,906	40,769
9	32,615	34,479	36,344	38,208	40,070	41,935
10	33,781	35,644	37,509	39,371	41,236	43,100
11	34,947	36,809	38,671	40,537	42,400	44,266
12	36,111	37,975	39,062	41,701	43,566	45,429
13	37,275	39,138	41,003	42,866	44,731	46,593

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 1969.
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 8.
4. Bargaining unit members who hold a doctorate degree shall receive an additional fifty dollars (\$50.00) per month in salary.
5. Teacher in Charge: \$750.
6. Computer stipend: \$500.
7. Career Increment \$1,000 beginning 20th year of credited service with the district.

Effective: 07/01/91

Final

REDONDO BEACH CITY SCHOOL DISTRICT

PSYCHOLOGISTS SALARY SCHEDULE 1991-92

<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	39,906	42,365	44,874	47,390
2	41,271	43,778	46,359	48,925
3	42,617	45,206	47,836	50,462
4	43,946	46,618	49,307	52,002
5	45,348	48,024	50,781	53,543
6		49,453	52,260	55,079
7		50,862	53,743	56,613
8		52,274	55,218	58,146

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/her former position.

Career increment: \$1,000 beginning 20th year of creditable service in the district.

Expense allowance: \$25.00 per month.

Effective: 07/01/91

Effective 1/1/92

Redondo Beach City School District
1991-92 INSURANCE RATES
CERTIFICATED EMPLOYEES

Coverage	Employee Contribution	District Contribution	Total 1991-92
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LARISA — MED (10 months)
PPO OPTION

Single	329.51	135.37	464.88
Two Party	1,489.50	247.64	1,737.14
Family	1,670.20	362.16	2,032.36
SUPPLEMENT TO MEDICARE (12 months)			191.71

HEALTH NET (10 months)

Single	28.55	135.37	*163.92
Two Party	80.18	247.64	327.82
Family	113.19	362.16	475.35

* 91-92 rates with \$5 co-pay and Chiropractic
SUPPLEMENT TO MEDICARE (10 months)

122.79

KAISER (10 months)

Single	43.81	135.37	179.18
Two Party	110.73	247.64	358.37
Family	145.28	362.16	507.44

SUPPLEMENT TO MEDICARE (12 months)

(must be enrolled in Medicare A & B and sign the Health Pledge)

DELTA DENTAL (12 months)

Employee only	4.44	35.38	39.82
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SAFEGUARD DENTAL (10 months)

Employee & Dep.	.88	23.33	24.21
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VISION SERVICE (12 months)

Employee only	1.50	6.54	8.04
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UNITED OLYMPIC LIFE (10 months)

Employee \$5,000	0	1.20	1.20
Dependents \$1,000	0	.72	.72

INCOME PROTECTION (12 months) .57 per \$100 of payroll

Teachers' Calendar

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

JULY

JANUARY

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

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

AUGUST

FEBRUARY

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

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

SEPTEMBER

MARCH

2	3	4	5	6
<u>9</u>	<u>10</u> ← school opens	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

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

OCTOBER

APRIL

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

	1	2	3
6	7	8	9
<u>13</u>	<u>14</u>	<u>15</u>	<u>16</u>
20	21	22	23
27	28	29	30

NOVEMBER

MAY

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

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

DECEMBER

JUNE

2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
<u>23</u>	<u>24</u>	<u>25</u>	<u>26</u>	<u>27</u>
<u>30</u>	<u>31</u>			

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

☐ Non-work Days
☐ Teacher Duty/Non-student Days 9/9/91 & 1/31/92
 First Student Day 9/10/91
 Last Student/Teacher Day 6/18/92

Student Days - 180

Teacher Days - 182

Approved: 8-12-91