

## RBUSD-RBTA Tentative Agreement

10-13-2017

### 1. Preamble and Term of Agreement:

This is a successor agreement negotiated between the Redondo Beach Unified School District and the Redondo Beach Teachers Association, an affiliate of South Bay United Teachers, the California Teachers Association, and the National Education Association. Except where specifically provided otherwise, this agreement is effective July 1, 2017, and shall remain in full force and effect up to and including June 30, 2020. and from year-to-year thereafter unless modified by the parties as hereafter provided: No sooner than May 1, 2018 and no later than June 30, 2018 or June 30 of any successive year, the party wishing to reopen the agreement to modify or amend it shall submit in writing to the other party its request to do so, accompanied by its initial proposal(s). Meeting and negotiating in conjunction with such proposals as well as appropriate counter proposals shall commence no later than the date stated in the Government Code. The reopeners for 2018-19 and 2019-2020 shall be salary, benefits, up to three (3) other articles per year per party, and any other articles mutually agreed to by the parties.

### **Article 4**

**4.3** The work-day of transition teachers may vary, but must commence no earlier than 7:45 AM; may not exceed eight (8) hours and must include a minimum duty-free lunch period of thirty (30) minutes.

### **Article 5**

**5.2** Unit members will not be required to perform tasks that endanger their health and safety. When required to move to a new work location or classroom, unit members shall not be required to do more than pack and unpack their effects to be transferred. Unit members may notify their immediate supervisor in writing concerning conditions which, in their opinion, would directly affect their physical welfare. The supervisor, together with the District Safety Officer, will investigate the reported condition and advise the unit member in writing of their findings and any corrective action which will be taken. The administrative response will be made within five (5) days of the initial written notification.

**5.9** Moved to Article 11.11

## Article 7

**7.1** All certificated bargaining unit salary schedules shall be increased by 1.0% effective July 1, 2017. All certificated bargaining unit members will also receive a one-time, off-schedule payment of 0.6% of salary earned in 2017-18 to be paid no later than August 15, 2018.

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

## Article 8

**8.1** Effective October 1, 2008, the employee shall make the contributions tenthsly toward the payment of premiums for eligible unit members as indicated in Appendix E. The District will continue to make the contributions as provided in Appendix E for unit members' health and welfare benefits. For the 2017-18 school year, the District shall pay 100% of all increases to health care premiums, with the District-paid portion for major medical capped at the rate of the medical plan that enrolled the largest number of District employees in the immediately preceding year.

## Article 11

### **11.7 Posting of Vacancies**

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

**11.7.1** Elementary teachers may indicate their interest in teaching at another grade-level at the school to which they are currently assigned by submitting a list of those interests to the principal. Secondary teachers will submit their interest in teaching specific courses or subjects to the department chair of that subject. For elementary teachers, the list of interests must be submitted no later than the May 1 of each year. Secondary teachers must submit their list of interests prior to the last school day of the year. When a vacancy occurs at a site, the principal shall review the submissions of teachers at the site prior to posting the vacancy. Applicants from within the same school-site shall be given first consideration when filling the vacancy. If two or more applicants are considered to be equally qualified to fill the vacancy, the teacher with more seniority shall be given preference. Should a teacher who has expressed an interest in a particular grade-level, course or subject not be reassigned to the desired grade-level, he or

she may request a meeting with the principal prior to June 30th to be informed of the reasons therefor.

**11.7.2** The District shall post all vacancies ~~within the school site in which vacancies have occurred before posting those same vacancies~~ on the District website. Unit members throughout the District shall be informed of the vacancy when posted.

**11.7.3** Each posting shall contain the following information:

- A. Site location(s) of the vacancy
- B. Qualifications shall include, but not be limited to:
  - 1. Grade level or subject matter experience
  - 2. Credential requirements
  - 3. Service requirements
  - 4. Special qualifications
- C. Job description and typical responsibilities

**11.7.4** All postings shall include the closing date for filing. The closing date for current ~~employees~~ unit members shall be no less than ten (10) days after the date of posting and the date of the email transmission notifying all unit members of the vacancy. described in Article 11.7.1 above

**11.7.5** The District and the Association support a unit member's right to change work locations. A voluntary transfer request shall not be denied arbitrarily, capriciously, or without basis in fact. For any vacancy, both internal and external applications shall be accepted until the close of the posting period. At the close of the posting period all internal applicants and qualified external applicants shall be interviewed by a site interview panel. The composition of the site interview panel shall be mutually agreed to by the site administration and the site Association representatives.

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

**11.7.7** 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 twelve (12) month period the Administration shall consider the request in connection with subsequent posted vacancies for positions comparable (i.e. school, grade and/or subject matter) to those listed in the request for

~~transfer or reassignment.~~ All requests for transfer must be submitted to Human Resources by June 30 of each year for consideration in the following twelve-month period.

**11.7.8** Classroom teachers who desire to transfer ~~or be reassigned~~ shall file an application with the Human Resources Office, which shall return a copy to the applicant with appropriate acknowledgment of receipt. Such application shall include the school or schools and grade level and/or subject matter to which the unit member desires to be transferred ~~or reassigned~~ in order of preference.

**11.7.9** The request for transfer ~~or reassignment~~ application form shall be posted on the District web site no later than March 20 each year. Additional copies shall be available at each school site as well as both the District and Association offices.

**11.7.10** In the event two or more unit members with state required credentials for the position apply for a vacancy, the unit member with the greatest seniority shall receive the transfer.

**11.7.11** All applicants shall receive a notice of the disposition of their application in case of a vacancy for which they have indicated a desire to be considered within 30 work days. Applicants not selected shall, upon request, be given preference rating for the position unless more than five (5) employees requested consideration for the position. In that event, applicants shall receive notice, upon request, only as to whether or not they were rated in the top five (5) applicants and if so, in what order they were rated. All applicants not selected shall, upon request, be granted a follow-up contact to receive verbal feedback regarding their interview.

**11.11** Unit members may be required to change classrooms. In no case shall a unit member be required to change classrooms for arbitrary or capricious reasons. Upon request by the unit member, the principal shall offer the reasons for the classroom change in writing. The principal shall make every effort to ensure that unit members move into a classroom that is substantially similar to other classrooms used for that grade-level or subject. ~~only due to a change of assignment, transfer, modernization or construction.~~ Unit members required to change rooms In the event a unit member is required to relocate to a different classroom, he or she shall be provided up to two paid working days at the current rate identified in Appendix C. Additional days may be approved at the discretion of the principal/designee.

## **Article 19**

**19.2.** Beginning in the 2017-18 school-year, RBUSD and RBTA will collaborate on a joint Task-Force focusing on the following: transition to the collaborative model whereby special education students will be included in general education classrooms; implementation of the multi-tiered system of support (MTSS); issues related to IEP scheduling. The Task-Force will

meet every other month until June 30, 2019, at which time it will sunset. The Task-Force will consist of five unit members selected by RBTA, the Executive Director of Special Education and at least one but not more than three school site administrators. Prior to June 30 of each year, the Task Force will present its findings and recommendations to the School Board and District Leadership.

Stipend Table - Classroom move rate      \$95 \$120

RBUSD	Date	RBTA	Date
<u>Tom Stupak</u>	<u>10-13-17</u>	<u>Monica Joyce</u>	<u>10/13/17</u>
<u>Whitney</u>	<u>10-13-17</u>	<u>Shana K. Li</u>	<u>10/13/17</u>
<u>Alla Baskin</u>	<u>10/13/17</u>	<u>Laurel A. Wade</u>	<u>10/13/17</u>
<u>Will Dyer</u>	<u>10/13/17</u>	<u>[Signature]</u>	<u>10/13/17</u>
<u>[Signature]</u>	<u>10-13-17</u>	<u>Anthony W. Bragerton</u>	<u>10/13/17</u>
<u>[Signature]</u>	<u>10/13/17</u>	<u>[Signature]</u>	<u>10/13/17</u>
		<u>Glenn Davis</u>	<u>10/13/17</u>

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
REDONDO BEACH UNIFIED SCHOOL DISTRICT  
AND  
REDONDO BEACH TEACHERS ASSOCIATION  
October 13, 2017**

**Conversion of School Psychologist work-year calendars**

The purpose of this Memorandum of Understanding (MOU) is to facilitate the revision of the school psychologist full-time equivalent (FTE) work-year from 205 days annually to 185 days annually. Psychologists whose contracts are less than 1.0 FTE will have their contracts adjusted from their current FTE rates calculated on the basis of a 205-day work-year to a new FTE rate calculated on the basis of a 185-day work-year. A 185-day basis salary schedule will be calculated at a rate of 90% of the existing school psychologist salary schedule. All school psychologists will continue to earn their current monthly rates of pay. The 185-day work-year school psychologist salary schedule will be designated as "School Psychologist 1".


All school psychologists currently contracted at 1.0 FTE calculated on the basis of a 205-day work-year will continue in their 205-day work-year assignments. A 205-day basis salary schedule will be developed to reflect their monthly and annual rates of pay. The 205-day work-year school psychologist salary schedule will be designated as "School Psychologist 2".

The recalculated FTE bases of affected school psychologists will be reflected in the calculation of retirement benefits from this date forward. Service-credit for years already served under the previous arrangement will not be recalculated for retirement purposes.

All school psychologists will sign new contracts reflecting their status under the new annual bases. There will be no loss or augmentation of District seniority or District service-credit calculated for purposes of movement along a salary schedule as a result of this memorandum of understanding.

This is a non-precedent-setting , one-time MOU that shall expire after all school psychologists henceforth designated as "School Psychologist 2" are no longer employed by the Redondo Beach Unified School District. All other provisions of the RBUSD-RBTA Collective Bargaining Agreement, unless indicated above, will remain in effect.

Please sign below to indicate your agreement with this MOU.

  
\_\_\_\_\_  
Monica Joyce, President

RBTA

  
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Tom Stekol, Assistant Superintendent HR

RBUSD