

TENTATIVE AGREEMENT
BETWEEN
REDONDO BEACH UNIFIED SCHOOL DISTRICT
and the
REDONDO BEACH TEACHERS ASSOCIATION

August 2014

Article 1

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, 2014, and shall remain in full force and effect up to and including June 30, 2017, and from year-to-year thereafter unless modified by the parties as hereafter provided: No sooner than May 1, 2015 and no later than June 30, 2015 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 ~~2012-2013~~ 2015-2016 and ~~2013-2014~~ 2016-2017 shall be salary, benefits, up to three (3) other articles per year per party, and any other articles mutually agreed to by the parties.

Article 3

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

Article 4

- 4.7 Unit members new to the district may be required to attend an orientation. ~~optional two (2) day "Rookie Camp". Unit members who voluntarily choose to attend "Rookie Camp"~~ Any unit members attending such an orientation shall be compensated for these additional days at either their hourly rate or the curriculum rate identified in Appendix C, whichever is greater. ~~To the extent possible, "Rookie Camp" will be scheduled just prior to the return of all other teachers.~~
- 4.8.1 Unit members assigned to teach a class during his/her preparation period as a substitute for an absent unit member shall be paid at the rate of ~~\$36~~ \$40 per period. For purposes of this Article a block period is defined to be two (2) periods. For elementary unit members who are assigned an overage/extra students or extra assignment for any portion of the work day shall be paid at the additional rate of ~~\$36~~ \$40 per hour.

Article 5

5.7 Nothing contained in this Agreement shall be deemed as waiving the statutory rights of a teacher to suspend a student- for any reason specified in California Education Code 48900.

Article 6

- 6.1 The District will commit to maintaining average class size at each elementary school site in grades K (inclusive of TK) through 3 at 24, but in no case shall the average class size in grade K (inclusive of TK) through 3 at each elementary school exceed 26 while the Local Control Funding Formula (LCFF) class-size guidelines remain in effect. Should the LCFF class-size guideline change, this section shall be rendered null and void.
- ~~6.1~~ 6.1.1 The District acknowledges its obligation to maintain an average class size of All other average class sizes will be maintained at no greater than 30. Additionally, the District recognizes its obligation not to exceed enrollment of 35 (except for such traditional large group classes for which a stipend is

paid; e.g. ASB, band, orchestra, yearbook, journalism, visual and performing arts, vocal music, etc.) for a period of three consecutive weeks following the start of each semester/trimester or seven consecutive working days during the school year. For the purposes of this Article, teaching assistants assigned to sections shall not be included in the calculation of class size. The class size maximum for physical education classes (excluding athletic teams) shall be 50. The District also affirms that the adherence to these limits is both desirable and preferable. Recognizing that circumstances beyond the District's control can result in the enrollment of students that cause the enrollment of a given class to exceed these limits and terms; after consulting with the department chair or an RBTA Executive Board member, the District will adhere to the following guidelines:

~~6.1.1~~ 6.1.2 When the enrollment of student(s) results in an abrogation of the class size limit, but is not sufficient to reorganize classes in order to open an additional class or section of at least twenty students, the receiving teacher will be compensated accordingly:

Teachers of Grades 6-12

One student over the maximum: \$400 per semester

Two students over the maximum: \$1000 per semester

Three students over the maximum: \$1800 per semester

Four students over the maximum: \$2800 per semester

Teachers of Grades K-5

One student over the maximum: \$400 per trimester

Two students over the maximum: \$1000 per trimester

Three students over the maximum: \$1800 per trimester

Four students over the maximum: \$2800 per trimester

~~6.1.2~~ 6.1.3 There shall be no breaching of the class size limits by more than four (4) students per class or section.

~~6.1.3~~ 6.1.4 Where more than one class exists within a school that can accommodate the needs of the enrolling student, the principal shall consult with each teacher qualified to accept the student to gain the acceptance and consent of the teacher prior to enrolling the student.

~~6.1.4~~ 6.1.5 Where only one class exists within a school that can accommodate the needs of the enrolling students (for reasons such as program offering, qualifications, specialized training/authorization, etc.) and which thereby prevents the opening of an additional class or section, the receiving teacher shall receive an additional \$50 per student, per semester or trimester. All compensation shall be prorated according to the percentage of days per semester/trimester that a student is enrolled on the teacher's roster.

~~6.1.5~~ 6.1.6 The District will make every effort to place students with IEP's and/or 504 plans proportionally among general education teachers. Unit members with a disproportionate number of students on IEP's and/or 504 plans as compared to the other teachers in the same grade level or department at their site shall be provided relief through measures such as, but not limited to, being assigned a classroom aide, reduced class size, reduced number of subject preparations at the secondary level, etc.

~~6.1.6~~ 6.1.7 The Class Size Reduction (CSR) classes (K-3) with an enrollment in excess of 20 students for the school year will be rotated as it occurs among teachers at that grade level. The District shall endeavor to maintain all elementary class sizes as closely as possible to the grade-level average at each school site.

Article 7

7.1 All certificated bargaining unit salary schedules shall be increased by 4.25%, effective July 1, 2014.

7.1.1 The extra duty rate shall be increased to \$40 per hour. The summer school rate shall be \$45 per hour.

7.1.2 If the District receives certification of the 2013-14 revenues that include Economic Recovery Target (ERT) funds of at least \$185,000 in addition to 2014-15 ERT funds of at least \$200,000, the District will disburse a one-time only, off the salary schedule payment of 0.75% to active bargaining unit members at the time of the payment.

~~All certificated bargaining unit salary schedules shall be increased by 2.00% effective July 1, 2013. Longevity steps (career increments) shall be adjusted as needed to ensure that unit members beyond step 13 receive the full amount of the increases referenced above. A portion of the increase granted in 2006-2007 provided for a 183 day work year beginning with the 2007-2008 school year and continuing thereafter, with the additional day being used for district wide staff development.~~

~~The District will provide two days of optional district-directed Professional Development on June 16, 2014 and June 17, 2014. All bargaining unit members will have the opportunity to participate and earn their per diem rate of pay based on the 2013-2014 salary schedule.~~

~~7.2 Salaries for 2008-2009 and 2009-2010 shall be determined pursuant to contract reopeners. The District and the Association agree to meet and negotiate salary as soon as possible after the annual release of the Governor's May revise.~~

~~7.3 Language deleted.~~

7.22 *The District and RBTA agree to a review and modification of the Stipend Table, including, but not limited to the changes referenced herein. (For example, WEB, Link Crew, and NEWS at the middle school level).*

Article 8

8.1 Effective October 1, 2008, the employee shall make the contributions tenthly toward the payment of premiums for eligible unit members as indicated in Appendix E. The District will continue to make the contributions as provided in Appendix E for unit members' health and welfare benefits. ~~For the 2013-2014 school year, the District shall pay 100% of all increases to health care premiums. For the 2014-15 school year, the District shall pay 100% of all increases to health care premiums capped at the Blue Shield HMO rates.~~

Article 9

The District and RBTA have agreed to form a committee to develop a new set of evaluation procedures that align more closely with new developments in curriculum and instruction.

9.6 Complaints Regarding Unit Members *(Moved to Article 14)*

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

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

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

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

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

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

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

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

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

Article 14

14.1 The District retains the right to discipline unit members for just cause. **A course of progressive discipline shall include Progressive discipline procedures (verbal warnings, written warnings, letters of reprimand, Disciplinary Notice without suspension, or suspension with pay. for placement in the unit member's personnel file, suspension with pay, or suspension without pay for up to fifteen (15) working days in any one school year) shall apply except Progressive discipline does not apply where the serious nature of the offense may require the District to directly impose discipline. Disciplinary Notices issued under this Article that include suspension shall not exceed fifteen (15) days in duration. Denials of leave and involuntary transfers shall not be used for disciplinary purposes. Dismissals, non-reelections, or suspensions for more than fifteen (15) working days are governed by applicable Education Code and shall not be subject to the provisions of this Article. a written warning, written reprimand, or suspension without pay. Discipline shall not include denials of leaves, involuntary transfers, dismissal, non-reelection, or suspensions for more than (15) working days.** In the exercise of this right to discipline for just cause the District will not act arbitrarily, capriciously, or in violation of the terms of this Agreement or applicable provisions of the Education Code.

14.4 Complaints Regarding Unit Members

14.4.1 **When the District receives a complaint about a unit member that does not require either investigation or the filing of a statutorily-mandated report, the administrator receiving the complaint shall endeavor to direct the complainant back to the unit member for resolution of the complaint. The site administrator will attempt to schedule a meeting between the unit member and the complainant, should the unit member or complainant so request.**

14.4.2 **For complaints requiring further investigation by the District, the unit member shall be furnished with a copy of the complaint along with copies of any accompanying documentation related to the complaint within five (5) days should such documents be placed in the unit member's personnel file. Unit members shall have the right to submit a written response to such documents, which shall be attached to them.**

- 14.4.3 No complaint shall be utilized for the purpose of disciplinary action against a unit member unless that complaint has been duly investigated by the District and the unit member has been given an opportunity to respond to allegations derived from the investigation. Unit members shall have the opportunity to respond either orally to allegations presented at a formal conference, or in writing within ten (10) days of the presentation of the allegations. Any unit member who is the focus of disciplinary action shall have the right to representation in responding to the allegations.
- 14.4.4 Complaints that are withdrawn or shown to be unsubstantiated in the course of an administrative investigation shall not be maintained in the unit member's personnel file or be utilized as part of any evaluation, assignment decision, disciplinary action, or dismissal action against the unit member.
- 14.4.5 Written complaints shall be subject to the grievance process only when attached to disciplinary notices issued in accordance with the terms of Article 14 of the Agreement. All information or proceedings regarding any complaint shall be kept confidential by the site administrator and the District to the extent permitted by law.

Article 18

18.4 Beginning with the ~~2008~~ 2014 Summer School, the District shall pay teachers assigned to summer school, ~~thirty-six (\$36.00)~~ forty-five (\$45.00) per hour for each hour (or portion thereof) assignment of required on-site time.

Date: _____

Redondo Beach Unified School District

Redondo Beach Teachers Association
