

RBUSD-RBTA Tentative Agreement  
8-24-18

**ARTICLE 3 – Association Rights**

**3.1** The Association through its designated officers, professional staff and faculty representatives shall be entitled to the following privileges:

**3.1.1** Distribution of Association communications through the use of interoffice mail, intra-district mail, school mailboxes, school e-mail, school voicemail (where available), and bulletin boards. All such materials shall be clearly identified with the Association's name and author's full name.

**3.1.1.1** 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.

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

**3.1.2** Opportunity to announce building meetings of Association membership and matters under consideration at regularly scheduled faculty meetings.

**3.1.3** The Association and its members shall have the right to use school buildings and facilities for Association activities only outside established work hours 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 the 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 or speaking with Association representatives.

**3.1.4** Access to unit members at their places of assignment, when such access will not interfere with assigned duties of the unit members.

**3.1.5** The Association may provide for the President of the Association and for the designated chairperson of the Association Grievance Committee a telephone in their assigned work station for their exclusive use in carrying out Association responsibilities.

**3.2** Association Representation on Committees and Interview Panels

Association members shall be provided the opportunity to serve on all District committees and the Association shall choose any and all bargaining unit member representatives on these committees. Unit members serving on curriculum committees shall comprise a majority. Unit members shall be granted release time during their workday at no loss of pay or benefits to fulfill the obligations of their appointment.

**3.2.1** Association members shall be provided the opportunity to serve on all District interview panels and the Association shall choose any and all bargaining unit member representatives on these interview panels. Unit members shall be granted release time during their workday at no loss of pay or benefits to fulfill the obligations of their appointment.

**3.2.2** ~~All Professional Development activities shall be determined by, developed, and implemented through a~~ The Professional Development Committee (PDC) shall communicate vital information between the school sites and the District regarding professional development activities involving curricular and instructional initiatives and programs. The Assistant Superintendent of Instructional Services and a representative selected by the Association shall mutually agree upon the composition and grade level of the committee members. Bargaining unit members serving on the PDC shall be appointed by the Association and shall comprise the majority of the members of the PDC. Release time during the regular workday shall be provided at no loss of pay or benefits. When PDC meetings are held outside the regular workday, unit members serving on the PDC shall be paid the curriculum hourly rate of pay identified in Appendix C.

**3.2.3** Association representatives at each site shall hold an election or select members for site committees such as (but not limited to) modernization, leadership team, and school site councils.

### **3.3 Association Access to Bargaining Unit Members**

The Association representatives shall be granted access to bargaining unit members during all District orientations for new hires. The Association shall have the opportunity to meet with bargaining unit members hired after the District's orientation for new hires outside of hours designated for instruction.

### **3.4 Employee Information**

The District will distribute the District Directory, one copy to each unit member and one copy to the Association, as soon as possible after its compilation during each school year.

~~The Directory shall contain the unit members' names, resident addresses and resident telephone numbers (where unit members consent to the listing of their resident addresses and telephone numbers) and the addresses and telephone numbers of the Association and its major officers. The District shall provide the Association with the names and addresses of all bargaining unit members by September 15 of each school year and of all bargaining unit members hired after September 15 within 5 days of any Board of Education action affirming their employment. The District shall also provide the Association with a complete list of all members of the bargaining unit upon request of the Association. The Association shall be notified of any changes in the listings no later than ten (10) days following District notification of such changes.~~

**3.4.1** In the event that the District is compelled to release employee information pursuant to a Public Records Act request, the District shall notify the Association of the information released and the name of the entity to which the information was released within 5 business days.

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

**3.4.3** The District shall provide the Association Leadership upon request a current list of direct extensions for the administrators assigned to the district office.

### **3.5 District Information**

The District will furnish the Association and its designated representative one set of current Board Policies and Administrative Regulations. A copy of all new Board Policies and Administrative Regulations shall be provided to the Association.

**3.5.1** The District shall post the current Collective Bargaining Agreement on the District web page within thirty (30) work days of the contract being ratified and edited by the Association. Individual unit members, upon request, shall be provided with a hard copy.

**3.5.1.1** The District shall provide the Association upon request an updated electronic copy of the current Collective Bargaining Agreement.

**3.5.2** The District shall provide the Association with an electronic copy of all Board agendas, including any and all back-up information accompanying each agenda.

**3.5.3** Upon request, the District will furnish to the Association non-confidential information relating to the employer-employee relations, salaries, budget, District finance and other available and appropriate non-confidential information that is necessary to the Association in fulfilling its role as the exclusive bargaining agent.

3.5.4 The District shall provide the Association upon request a list of all bargaining unit members approved for any type of leave as well as a list of all bargaining unit members hired on a temporary contract for the same.

3.5.5 The District shall provide the Association upon request a list of all bargaining unit members in temporary assignments, including name, position, worksite, and length of contract.

### 3.6 Association Release Time

The Association Leadership and/or designee shall have up to a total of twenty-five (25) days per year of leave, at no loss of pay or benefits, to conduct pertinent Association business at the discretion of the Association. In addition, the Association shall receive a total of 20% FTE release time to be assigned on an annual basis at the discretion of the Association.

### 3.7 ~~Payroll Deductions~~ Payment Methods

3.7.1 Payroll Deduction: Only unit members who are members of the Association, or who have applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues and initiation fees in the Association. Such authorization shall continue in effect from year to year unless revoked in writing by the employee ~~between June 1 and September 1 of any year pursuant to the membership agreement.~~ Pursuant to such authorization, the District shall deduct such dues from the regular salary check of the unit member in each month in which a paycheck is received. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

3.7.2 With respect to all sums deducted by the District pursuant to authorization of the unit member, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit members and amounts withheld for whom such deductions have been made and indicating any changes in personnel from the list previously furnished. Any changes in dues deduction or deductions for Association-related benefits shall be made only through the Association office by written authorization.

3.7.3 Direct Pay: Any unit members ~~who are not exempted from payment under Section 3.8.6~~ may pay annually the properly determined dues directly to the Association.

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

### 3.9 Bargaining Unit Member Rights

3.9.1 The District and the Association recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join and participate in employee organizations. Neither party shall discriminate against a bargaining unit member in the exercise of these alternative rights.

3.9.2 Accordingly, membership in the Association shall not be compulsory. A unit member has the right to choose, ~~either:~~ to become a member of the Association. A bargaining unit member who does not choose to become of member of the Association shall remain a member of the bargaining unit and shall remain subject to the provisions of this Agreement.; ~~or, to pay to the Association a fee for representation services; or, to refrain from either of the above courses of action upon the grounds set forth in Section 3.8.6 below.~~

#### ~~3.8.3 Unit Members' Obligation to Exclusive Representation~~

~~A bargaining unit member who does not fall within one of the exempted categories as set forth in Section 3.8.6 below, and who has not voluntarily made application for membership in the Association within the sixtieth (60<sup>th</sup>) day following the date upon which said employee has been formally hired by the District as a bargaining unit employee, must as a condition of employment in the District pay annually to the Association a representation fee, in exchange for representation services necessarily performed by the Association in conformance with its legally imposed duty of fair representation on behalf of said unit member who is not a member of the Association. The District shall provide the Association upon request a current list of the names of all bargaining unit personnel.~~

#### ~~3.8.4 Definition of Representation Fee~~

~~The Representation Fee collected from non-Association unit members pursuant to Section 3.8.3 above shall not exceed an amount equal to the Association's (RBTA/~~SBUT~~/CTA/NEA) annual dues for representing such unit members.~~

#### ~~3.8.5 Prorated Representation Fee~~

~~Bargaining unit members hired during the school year shall pay a prorated representation fee. Such pro rata share shall be based upon the number of days of actual scheduled service for a school year as compared with the number of days available for full-time employment in the school year. Any fraction of a month shall be counted as a full month. Part-time, non-exempt bargaining unit members shall pay a prorated representation fee on the basis of said employee's annual salary as compared with the same annual salary for a comparable full-time employee. Upon request the District shall provide the Association with the~~

names of all bargaining unit personnel hired after September 30 of each school year.

### **~~3.8.6 Employees Exempted From Obligation To Pay Association~~**

~~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 bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting employee organizations.~~

~~3.8.6.1 Such exempt unit member shall, as an alternative to payment of such representation fee to the Association, pay an amount equivalent to such representation fee to the Redondo Beach Education Foundation or a charity mutually agreed upon by the Association and the exempt unit member.~~

~~3.8.6.2 The Association, upon written request, may require such exempt unit member to submit a written affidavit to the Association verifying the existence and nature of the allowable objection to payment of a representation fee. In addition, the Association may require such exempt unit member to submit proof of payment of an amount equivalent to such representation fee to one of the alternative funds or organizations referenced above.~~

### **~~3.8.7 Payment Method~~**

~~Any unit members who are not exempted from payment under Section 3.8.6 above may pay annually the properly determined representation fee directly to the Association.~~

~~3.8.7.1 As an alternative to the direct payment method, a unit member may voluntarily sign and deliver to the District a written assignment authorizing deduction of the properly established representation fee as defined in Section 3.8.4 above, subject to the conditions set forth elsewhere in this agreement for payroll deductions. Upon voluntary authorization duly completed and executed, the District will deduct from the pay of unit members and pay to the Association the normal and regular monthly representation fee.~~

~~3.8.7.2 In the event that a unit member who is not exempted from payment under Section 3.8.6 does not voluntarily sign and deliver to the District an authorization pursuant to Section 3.8.3 or pay annually the representation fee directly to the Association pursuant to Section 3.8.7, the Association may request in writing that the District deduct from the pay of the unit member and pay to the Association the normal and regular monthly representation fee without the approval of the unit member. Prior to~~



~~making a request for the District to involuntarily deduct the representation fee from any unit member's pay, the Association shall notify the unit member of the request. If the unit member and the Association are unable to reach agreement on the manner of payment, the District shall be obligated to make such deductions as requested by the Association.~~

### **3.10 Obligation of the Parties**

The District is under no obligation to make payroll deductions for periods during which a unit member is either terminated from active employment or not on the District's active payroll for any reason, including, but not limited to, layoff and voluntary leave of absence for more than thirty (30) days. Upon rehiring of any unit member, or upon the recalling of a unit member from layoff status, the District will resume or initiate dues ~~or representation fee~~ deductions for such member only upon a valid dues/~~representation fee~~ deduction authorization as defined herein.

#### **~~3.8.9 Obligations of Parties~~**

##### **~~3.8.9.1 District's Obligations~~**

~~The District's sole and exclusive obligations under this Article are to notify any unit member who has failed to comply with the provisions of this Section that, as a condition of employment with the District, such unit member must either become an Association member, pay a representation fee, either through voluntary or involuntary deductions, or establish an exempt status and make payment pursuant to provisions of Section 3.8.6 of this Agreement, and to make payroll deductions pursuant to Section 3.8.7.1 of this Agreement. 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.~~

##### **~~3.8.9.2 Association Obligations~~**

~~The Association shall be responsible for requiring unit members to fulfill obligations defined herein and to collect any representation fees which may be due and payable to the Association in consideration for its services as the exclusive representative of unit employees.~~

#### **~~3.8.10 Hold Harmless Provision~~**

~~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.~~

~~3.8.11 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.~~

3.11 The District and the Association shall collaborate in the development and/or revision of forms required in relation to implementation or enforcement of the Agreement.

#### Article 4 – Hours

4.4.2. The District will make every effort to conduct IEPs, ~~and 504s~~ and SSTs during the normal work hours as defined in Article 4.1. The District shall make a good faith effort to minimize both the number of IEPs, ~~and 504s~~ and SSTs extending beyond the normal work hours and the number of IEPs, ~~and 504s~~ and SSTs impacting the planning time of unit members by modifying the start times of IEPs, ~~and 504s~~ and SSTs as needed. If an IEP, ~~or 504~~ or SST needs to be rescheduled, it shall not be the responsibility of the unit member to reschedule the meetings.

#### Article 6 – Class Size

6.2.1 Limits on caseloads for resource specialist teachers are governed by California Education Code 56362.

#### Article 7 - Salary

7.1 All certificated bargaining unit salary schedules shall be increased by 3.0% effective July 1, 2018. All certificated bargaining unit members will also receive a one-time, off-schedule payment of 0.8% of salary earned in 2018-19 to be paid no later than August 15, 2019.

7.23 Bargaining unit members who share a classroom with a Child Development Center (CDC) teacher will receive a \$250 yearly stipend to be paid before the end of the school year.

#### 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 2018-19 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.

RBUSD	Date
<u>Tom Satal</u>	<u>8-24-18</u>
<u>Mike Wesley</u>	<u>8-24-18</u>
<u>JF</u>	<u>8-24-18</u>

RBTA	Date
<u>Monica J. Jupp</u>	<u>8/24/18</u>
<u>Frankie</u>	<u>8/24/18</u>
<u>Christy M. Baughman</u>	<u>8-24-2018</u>
<u>Paul Dwyer</u>	<u>8/24/2018</u>
<u>Laurel W. Wade</u>	<u>8/24/2018</u>
<u>Merle J. Lee</u>	<u>8/24/18</u>
<u>Elise D. Torres</u>	<u>8/24/18</u>
<u>Brandon M. Minic</u>	<u>8/24/2018</u>

# Redondo Beach Unified School District

2019-20 School Year Calendar - Draft

JULY - 2019					AUGUST					SEPTEMBER					OCTOBER					NOVEMBER					DECEMBER				
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F
1	2	3	4	5				1	2	2	3	4	5	6		1	2	3	4					1	2	3	4	5	6
8	9	10	11	12	5	6	7	8	9	9	10	11	12	13	7	8	9	10	11	4	5	6	7	8	9	10	11	12	13
15	16	17	18	19	12	13	14	15	16	16	17	18	19	20	14	15	16	17	18	11	12	13	14	15	16	17	18	19	20
22	23	24	25	26	19	20	21	22	23	23	24	25	26	27	21	22	23	24	25	18	19	20	21	22	23	24	25	26	27
29	30	31	26	27	28	29	30	30	28	29	30	31	25	26	27	28	29	30	31										

  

JANUARY - 2020					FEBRUARY					MARCH					APRIL					MAY					JUNE				
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F
		1	2	3	3	4	5	6	7	2	3	4	5	6			1	2	3					1	1	2	3	4	5
6	7	8	9	10	10	11	12	13	14	9	10	11	12	13	6	7	8	9	10	4	5	6	7	8	8	9	10	11	12
13	14	15	16	17	17	18	19	20	21	16	17	18	19	20	13	14	15	16	17	11	12	13	14	15	15	16	17	18	19
20	21	22	23	24	24	25	26	27	28	23	24	25	26	27	20	21	22	23	24	18	19	20	21	22	22	23	24	25	26
27	28	29	30	31						30	31	27	28	29	30	25	26	27	28	29	29	30							



First/Last School Day



Holiday (No School)



Teacher Work Day (No Students)



Professional Devt



Parent Conferences



Elementary Minimum Day



End of Quarter



End of Trimester

First Day of School K-12 - August 21, 2019  
 Last Day of School K-12- June 10, 2020

RBTA Ratified:  
 Board of Education Approved:

TRIMESTERS END (K-5)	#Days	QUARTERS END (6-12)	#Days
November 22, 2019	63	October 25, 2019	45
March 12, 2020	60	January 24, 2020	47
June 10, 2020	57	April 3, 2020	46
		June 10, 2020	42

**Redondo Beach Unified School District**  
**2018-19 INSURANCE RATES**  
**RBTA EMPLOYEES**  
(coverage 10/1/18 to 9/30/19)

District contribution for 2018-19 based on Kaiser's 5.8% rate increase

Coverage	# of Employees	2017-18			2018-19			Monthly Total Cost to District Increase	Annual Total Cost to District Increase
		Employee Contribution (Monthly)	District Contribution (Monthly)	Total (Monthly)	Employee Contribution (Monthly)	District Contribution (Monthly)	Total (Monthly)		
<b>Blue Shield PPO —MED (10 payments) - 8.5% Increase</b>									
Employee	7	\$674.34	\$561.06	\$1,235.40	\$743.25	\$597.16	\$1,340.41	\$735.07	\$7,350.70
Employee +1	0	\$1,514.51	\$1,141.60	\$2,656.11	\$1,668.08	\$1,213.80	\$2,881.88	\$0.00	\$0.00
Employee + 2 or more	0	\$2,083.13	\$1,561.30	\$3,644.43	\$2,290.75	\$1,663.45	\$3,954.20	\$0.00	\$0.00
<b>Blue Shield HMO Full Network—MED (10 payments) - 8.5% Increase</b>									
Employee	37	\$165.75	\$561.06	\$726.81	\$191.43	\$597.16	\$788.59	\$2,285.86	\$22,858.60
Employee +1	27	\$421.04	\$1,141.60	\$1,562.64	\$481.67	\$1,213.80	\$1,695.47	\$3,586.41	\$35,864.10
Employee + 2 or more	21	\$582.79	\$1,561.30	\$2,144.09	\$662.88	\$1,663.45	\$2,326.33	\$3,827.04	\$38,270.40
<b>Blue Shield HMO Savenet—MED (10 payments) - 8.5% Increase</b>									
Employee	56	\$27.30	\$561.06	\$588.36	\$41.22	\$597.16	\$638.38	\$2,801.12	\$28,011.20
Employee +1	15	\$123.37	\$1,141.60	\$1,264.97	\$158.69	\$1,213.80	\$1,372.49	\$1,612.80	\$16,128.00
Employee + 2 or more	64	\$174.36	\$1,561.30	\$1,735.66	\$219.75	\$1,663.45	\$1,883.20	\$9,442.56	\$94,425.60
<b>KAISER---MED (10 payments) - 5.8% Increase</b>									
Employee	67	\$61.10	\$561.06	\$622.16	\$61.10	\$597.16	\$658.26	\$2,418.70	\$24,187.00
Employee + 1	23	\$102.72	\$1,141.60	\$1,244.32	\$102.72	\$1,213.80	\$1,316.52	\$1,660.60	\$16,606.00
Employee + 2 or more	51	\$199.42	\$1,561.30	\$1,760.72	\$199.42	\$1,663.45	\$1,862.87	\$5,209.65	\$52,096.50
								<b>\$33,579.81</b>	<b>\$335,798.10</b>

368

Data is based on enrollment as of June 2018