AGREEMENT

Between

Redondo Beach Unified School District

and the

Redondo Beach Teachers Association

an affiliate of

South Bay United Teachers,

California Teachers Association,

and the

National Education Association

July 1, 2017 thru June 30, 2020

TABLE OF CONTENTS

Article	*Title*	*Page(s)*
1	Preamble & Recognition	3-4
2	District Rights	5
3	Association Rights	6-10
4	Hours	11-14
5	Safety	15
6	Class Size	16-17
7	Salary	18-22
8	Health & Welfare	23
9	Evaluation Procedures	24-27
10	Leaves	28-40
11	Transfers & Reassignments	41-43
12	Concerted Activities	44
13	Grievance Procedures	45-47
14	Intermediate Discipline	48-49
15	Savings & Separability	50
16	Anti-Discrimination Policy	51
17	Notices	52
18	Summer School	53
19	Special Education	54

Appendix A
Teacher Salary Schedules
Psychologists' Salary Schedule

Appendix B
Coaching Pay Schedule

Appendix C
Extra Duty Stipends

Appendix D
Teacher Work Year

Appendix E
Certificated Employees Insurance Rates

Appendix F
Evaluation Forms

Appendix G
Memoranda of Understanding

AMENDMENT TO AGREEMENT BETWEEN
REDONDO BEACH UNIFIED SCHOOL DISTRICT
AND
REDONDO BEACH TEACHERS ASSOCIATION

The Redondo Beach Unified School District ("District") and the Redondo Beach Teachers' Association ("Association"), having met and negotiated in good faith, hereby agree to a successor collectively negotiated agreement as follows:

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 2018-2019 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 1 - RECOGNITION

1.1 Exclusive Bargaining Agent

1.1.1 The Redondo Beach Unified School District ("District") voluntarily recognizes the Redondo Beach Teachers Association ("Association") as the exclusive representative for an appropriate unit of employees described below for purposes of meeting and negotiating with the District:

1.1.2 The appropriate unit is described as follows: including classroom teachers; special education teachers; special day class teacher; resource specialist teacher; program specialist; reading specialist; math specialist; resource teacher; librarian; SI/technology coordinator; P.E. specialist; music teacher (instrumental/general); art specialist; GATE teacher; psychologist; home teacher; counselor; educational advisor; nurse; all regular permanent, probationary and temporary certificated employees assigned to teach summer school, adult school or other extra pay assignment; part-time regular employees serving more than one-fourth of a full-time unit member in a comparable position; teachers on District approved leave of absence.

1.1.3 The unit shall exclude all other positions not specifically enumerated above including, but not limited to, all employees designated as management, supervisory and/or confidential employees, all casual employees, all classified employees, all daily substitute teachers; part-time irregular employees; part-time regular employees serving one-fourth or less of a full-time unit member in a comparable position; all adult school employees not described above; all fixed-term contract employees employed for less than one (1) semester; children's center teacher; without limiting the generality of the foregoing exclusion of management, supervisory and/or confidential employees, superintendent, assistant superintendent(s), director(s), principal(s), vice-principal(s).

1.1.4 Only those adult school teachers who are also employed by the District as permanent or probationary teachers, full or part-time, or as certificated pupil-service personnel are deemed to be included within the appropriate bargaining unit. Adult school teachers who are not otherwise employed by the District in a certificated position are specifically excluded.

1.1.5 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.

1.2 The Association, in turn, recognizes the Board of Trustees of the District as the duly elected representatives of the people and agrees to negotiate exclusively with this Board or its designated agents through the provisions of Government Code Sections 3540-3549. The Association further agrees that it, its members and agents, shall not attempt to negotiate privately or individually with any Board member.

1.3 New certificated classifications created by the District and/or positions added to the designated classes of this recognition agreement shall be subject to negotiations between the District and the Association for inclusion in the bargaining unit. Disputed interpretations shall be subject to resolution through the Public Employment Relations Board ("PERB") and not subject to the grievance procedure contained in this agreement.

ARTICLE 2 - DISTRICT RIGHTS

2.1 The exercise of the following powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith, shall be limited only the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

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 including but not limited to the exclusive right to determine:

2.1.1 The financial structure of the District, including sources of income, taxes and debt, investment policies, fiscal and budget control policies and procedures, budgetary allocations, and expenditures apart from those expressly allocated to fund the wages, benefits or other obligations of this Agreement;

2.1.2 The acquisition, disposition, and utilization of all District properties;

2.1.3 All services to be rendered to the public including types and numbers of personnel, facilities, vendors, supplies, materials, vehicles, equipment and tools to be used in connection with such services, the lawful subcontracting of services to be rendered and functions to be performed;

2.1.4 The utilization of personnel not covered by this Agreement, including substitutes, provisional personnel, consultants and supervisory or managerial personnel, and the methods of selection and assignment and compensation of such personnel;

2.1.5 The right to select, classify, assign, direct, promote, compensate, demote, lay off, discipline and dismiss all personnel of the District except as set forth in this Agreement;

2.1.6 The dates, times and hours of operation of District facilities and activities;

2.1.7 The safety and security measures for students, the public, properties, facilities, vehicles, materials, supplies, and equipment; and

2.1.8 The rules, regulations and policies for students and the public.

2.2 It is not the intention of the parties, in setting forth the above-mentioned rights of management, to detract or diminish in any way the rights of RBTA or of unit employees as expressly set forth elsewhere in this Agreement. It is the parties' intention that the clear and explicit provisions of the other Articles of this Agreement constitute the only contractual limitation upon the District's rights.

2.3 It is agreed that the contractual rights of the Association and of unit members are set forth in the other Articles of this Agreement and that this Article is not a source of such rights. Accordingly, any dispute arising out of or in any way connected with either the existence of or the exercise of any of the above-described rights of the District, or arising out of or in any way connected with the effects of the exercise of such rights, is not subject to the grievance provisions set forth in Article 13, unless the grievance in question is an allegation that the District has violated an express provision of some other Article of this Agreement, which Article is itself subject to arbitration.

2.4 The failure of the District to exercise any right reserved to it shall not be deemed a waiver of such rights.

2.5 The District retains its right to amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency; limited however to the actual duration of the emergency.

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.

3.1.6 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.

3.1.6.1 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.

3.1.6.2 All Professional Development activities shall be determined by, developed, and implemented through a Professional Development Committee (PDC). 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.

3.1.6.3 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.

3.2 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 Association shall be notified of any changes in the listings no later than ten (10) days following District notification of such changes.

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

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

3.3 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.

3.3.1 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.

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

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

3.4 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.

3.4.1 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.

3.4.1.1 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.

3.5 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.

3.6 Payroll Deductions

3.6.1 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 such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months. 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.

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

3.8 Representation Fee

3.8.1 Employee Rights

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 an employee in the exercise of these alternative rights.

3.8.2 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; 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 (60th) 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.

3.8.8 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.

3.9 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

4.1 Unit members' regularly assigned on-site duty hours shall be as follows:

K-5 (or 6th grade where part of a K-6 school)	8:00 a.m. to 3:15 p.m.
6-12	7:40 a.m. to 3:03 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. Unit members are encouraged to remain for a sufficient period after the close of their assignment to attend to those matters, which properly require attention at the time.

Notwithstanding the foregoing, individual school sites may establish variable schedules subject to the following conditions:

1) Such schedules must provide the annual instructional minutes required to meet SB813 longer day/longer year requirements;

2) The schedule must be approved by a majority of the faculty at the school site and by the site administrator;

3) The schedule must be presented with rationale in support of the variation. The affected site representative(s) shall be provided an additional copy of the proposed schedule for forwarding to the RBTA office.

4) Implementation of the schedule is subject to final approval by district level administration, i.e., Superintendent or his/her designee;

5) Approval is valid for only one school year at a time;

6) In order to meet the challenges of both the Common Core Standards implementation and the integration of a broad range of emerging technologies into the classroom through Measure Q funds, RBTA and RBUSD have agreed to collaborate in the creation of a flexible, multi-faceted approach to professional development that honors the particular circumstances of individual schools, departments, grade levels and teachers.

Beginning with the 2013-2014 school year:

- Not more than a total of eight days of the regularly scheduled early release days may be used for the purpose of engaging in collaborative activities that may focus on whole school and/or grade-level professional development at the elementary school level. Such activities will be developed and implemented by the site principal in consultation with school-site leadership teams elected pursuant to 3.1.6.3.
- Not more than a total of 50% of regularly scheduled early release days may be used for the purpose of engaging in activities focused on whole school, department and/or grade-level professional development at the middle school level. Such activities will be developed and implemented by the site principal in consultation with school-site leadership teams elected pursuant to 3.1.6.3.

4.1.1 On a district-wide basis, the following principles shall apply:

A) Annualized instructional minutes shall at least meet SB813 minimal requirements to maintain longer day/longer year funding; and

B) The district will not unilaterally increase instructional minutes over the level regularly scheduled for the 1992-93 school year.

Regularly assigned student contact time shall be as follows:

Grade Level	Time
K	200 minutes per day
1-2	285 minutes per day
3-8	300 minutes per day
9-12	310 minutes per day

For purposes of this article, 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 4.4 and 4.5 below.

4.1.2 Beginning with the 2015-16 school-year, the work-year of unit members currently scheduled to work 183 days will be increased to 184 days through the addition of one paid non-student day for the purpose of participating in professional development planned and developed by District Leadership in conjunction with school-site leadership teams selected pursuant to 3.1.6.3. Beginning with the 2016-17 school-year and ongoing, the work-year of those same unit members will be increased to 185 days through the addition of a second paid non-student day for this purpose.

4.2 Unit members 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.

4.3 Unit members contracted to work in other assignments shall work eight (8) hours per day unless otherwise specified herein or in their annual employment contract.

Nurses, counselors and educational advisors shall be assigned to the classroom teacher workday. Home teachers' assignments are hourly as needed.

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

Traveling teachers shall work the same hours as regular teachers unless the traveling teacher is a part-time teacher, or by mutual written agreement has accepted a part-time assignment. Traveling teachers shall be required to attend staff meetings at only one school and shall not be required to fulfill adjunct or extra duties at more than one school.

No unit member shall be required to work a split shift unless by mutual written consent. For purposes of determining a split shift the conference period shall be considered a continuation of assignment.

4.4 In addition to the hours outlined in 4.1 above, high school unit members shall attend Back-to-School Night and Commencement; elementary and middle school unit members shall attend Back-to-School Night and Open House.

All RBTA members who attend and monitor students during bi-yearly music performances will receive one hour release/compensation time for each event to be taken with the approval of their site administrator.

The District and the Association acknowledge that there are professional responsibilities outside the scope of this article that may require consultation between a teacher and the site administrator or supervisor that may extend beyond the contractual workday consistent with district practices (Examples: addressing a parent concern, disputes involving members, or unplanned events that need timely resolution). These may extend past 3:03 p.m. (for 9-12) and past 3:15 p.m. (for K-8), except as provided in Section 4.4.1. below.

4.4.1. Faculty meetings ideally will focus on collaboration, District program implementation and professional development. Schools shall have either two faculty meetings per month that last up to 60 minutes or one meeting per month that lasts up to 120 minutes, unless an extra meeting is added as necessary. Where practicable, middle schools should strive to combine faculty meetings focusing on collaboration and professional development with existing banked-time. Meetings shall commence not later than 30 minutes after student dismissal at all levels. Beginning and ending times shall be published by site principals a minimum of one week in advance. Agendas will be published a minimum of 24 hours in advance of the meeting and RBTA will be listed on the agenda. Redondo Union High School will strive to have faculty meetings of no more than 60 minutes in length and not more than ten meetings during the year.

4.4.2. The District will make every effort to conduct IEPs and 504s 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 extending beyond the normal work hours and the number of IEPs and 504s impacting the planning time of unit members by modifying the start times of IEPs and 504s as needed. If an IEP or 504 needs to be rescheduled, it shall not be the responsibility of the unit member to reschedule the meetings.

4.4.3. Fall parent/teacher conferences are mandatory. Spring parent/teacher conferences shall be scheduled at the discretion of the teacher unless the student is in danger of receiving a "D" or "F", or its equivalent in elementary school, or if a parent requests such a conference.

4.5 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 4.4. Assignment of preparation periods to grades 7-12 in middle schools and high schools shall remain unchanged.

Preparation time/period, regardless of when scheduled, shall be a period of time set aside for carrying out professional responsibilities relating to classroom teaching, preparation, student and/or parent guidance and counseling. It is understood and agreed that on certain occasions, the district may reduce the preparation time for an individual unit member or group of unit members on minimum days or reduce or eliminate the preparation time/period in cases of emergency.

4.6 A joint committee shall work on arriving at a mutually acceptable calendar or calendars on a multi-year basis. The calendar is attached as Appendix D.

4.6.1 For elementary level (K-5), there will be 6 minimum days reserved for Fall parent teacher conferences. These days shall be 6 consecutive (Monday, Tuesday, Thursday, Friday, Monday, Tuesday) not including Wednesdays.

4.6.2 The first and last student day of any school calendar year will be regular minimum day schedule for elementary level (K-5).

4.7 Unit members new to the district may be required to attend an orientation. Any unit members attending such an orientation shall be compensated at either their hourly rate or the curriculum rate identified in Appendix C, whichever is greater.

4.8 Period Substitution

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 $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 $40 per hour.

4.8.2 Unit members assigned to grades 7 through 12 may elect to be paid cash or take compensatory time off.

4.8.3 For unit members who opt to earn a full day of compensatory time off, the unit member must have taught five (5) periods at the 7 through 12-grade level.

4.8.4 Compensatory time off must be taken in full day increments within the fiscal year earned. If not taken by May 31, it shall be paid for in cash. Unit members may not use compensatory time off during the month of June. Scheduling of compensatory time off requires three working day advance notice. The principal may deny such requests when, in the principal's judgment, too many unit members at the same site have requested the day off; in such event requests will be granted in the order received.

4.9 -4.9.4 Eliminated

4.10 The District may establish a zero or seventh period class at any secondary school site. The purpose of the class is to provide master schedule flexibility for students. The scheduling of the course is dependent upon a teacher agreeing to the alternate schedule. The teacher of record shall be assigned to a Period 0-5 or Period 2-7 work day with a conference period included during that time. If faculty meetings are scheduled during 0 or 7th period, all information related to the meeting shall be forwarded to the 7th period teacher of record. The teacher of record shall have the choice to attend any scheduled district and/ or site staff development opportunities that occur during the 0 or 7th period with the district providing a substitute. The zero or seventh period teacher of record shall also have release time covered by a substitute for Back to School nights or any other after hours contractual events, Open House and Back to School nights, all parent conference days during which s/he has conferences scheduled and during standardized testing. The teacher of record shall not lose sick leave time when released for these functions. For physical education classes, the teacher of record shall not be responsible for supervising students of the opposite gender in their locker room. Supervision of any activities (ie- dressing out, etc.) of any and all opposite gender students in the opposite gender locker rooms shall be provided by administration/ employee designee on campus during 0 and 7th period. Supervision of non-7th period PE class students shall not be the responsibility of the assigned teacher of record. If the assigned teacher is absent, a substitute shall be assigned the class. Such assignments shall not be made if they result in the elimination of bargaining unit member positions at individual school sites.

ARTICLE 5 - SAFETY CONDITIONS OF EMPLOYMENT

5.1 The District shall provide safe, clean, sanitary working conditions for all unit members within the fiscal capabilities of the District. Subject to these fiscal capabilities, the District shall monitor and correct unsafe conditions. The District will make a conscientious effort to implement and use practices and procedures recommended by the District Safety Officer for the safety of unit members and unit members will comply with District safety procedures.

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.

5.3 All accidents to unit members shall be reported immediately to the principal or his/her designee. The principal shall review the cause and work for the elimination of said cause.

5.4 The District agrees to make available to unit members a workroom on each site.

5.5 Chest X-rays or intradermal tests as mandated by the District or by statute shall be filed by unit members as required. The District agrees to bear the cost for these tests when taken at County facilities or mobile units. Unit members who wish to go to their personal physician may do so at their own expense.

5.6 Assault

5.6.1 Unit members shall be informed of any student enrolled in their class pursuant to Educational Code #49079 whenever that information is made available to the District. 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 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.

5.6.2 Unit members shall notify their principals immediately in all cases of assault suffered by them in connection with their employment. The principal shall investigate the assault, obtain information from all sources and, upon request, accompany the unit member in court appearances arising out of the assault.

5.6.3 Unit members who are assaulted shall file a report or complaint with the local police department.

5.6.4 Any unit member who has been the victim of a physical attack or the threat of a physical attack which can be reasonably carried out, shall, upon request, be relieved of all duty for the remainder of the day without loss of pay or leave time.

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.

5.8 Impacted sites shall, upon request, form a local committee to review and make recommendations for resolving site parking problems, if any.

5.9 Moved to Article 11.11.

ARTICLE 6 - CLASS SIZE

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.

6.1.1 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:

6.1.1.1 Community Day School class size shall not exceed fifteen (15) enrolled students on any given day.

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

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

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.

6.1.5 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.

6.1.6 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.

6.1.7 District shall endeavor to maintain all elementary class sizes as closely as possible to the grade-level average at each school site.

6.2 The computations in 6.1 do not include Special Education, SCROC, Chapter 1 or Class Size Reduction and any certificated staff member not assigned to a class.

ARTICLE 7 - SALARY

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.

7.1.1 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.

7.4 Athletic Coach

7.4.1 Coaching and assignments shall be recommended by the principal after consultation with the Athletic Director.

7.4.2 The District shall authorize the sports to be offered and the number of coaches needed.

7.4.3 Coaches shall be paid pursuant to the coaching pay schedule attached as Appendix B.

7.4.4 Assignments to assist coaching positions shall be Assistant Coach.

7.5 All Other Extra Duty Stipends

7.5.1 The Association agrees to modify the current stipend list by removing the BTSA support provider stipend from the list and allowing the South Bay BTSA consortium to determine the amount of the stipend for support providers per beginning teacher on an annual basis.

7.5.2 Middle School stipends shall be distributed annually based on demonstrated need at each site. Money designated for non-existent positions may be applied to similar positions subject to the concurrence of the site administration and the site faculty.

7.5.3 Bargaining unit members serving on District interview panels outside of regular school hours or outside of the regular school year shall be paid at the extra-duty rate.

7.6 Professional Growth Incentives

Unit members who have reached Step 13, Group VI on the salary schedule are eligible to earn up to a maximum of four (4) professional growth incentives. Upon presenting evidence of having satisfactorily completed six (6) semester units (or equivalent) the unit member will receive an additional $500 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.
The unit member must have received an overall rating of "Meets District Expectations" 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.

7.7 Teacher in Charge

Unit members designated as "teacher in charge" during the absence of the site administrator shall be paid pursuant to the schedule attached as Appendix C. In addition to his/her regular classroom responsibilities, the Teacher in Charge will act for the Principal in emergency situations in his/her absence, or, if the principal

is absent or otherwise deems it necessary and arrangements are made to release the teacher from his/her teaching responsibilities.

7.8 Home Teacher

Home teachers shall be paid on an hourly rate based on his/her placement on the salary schedule in Appendix A for 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.

7.9 Mileage

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

7.10 Placement

7.10.1 Units

(A) All column headings indicate requirements in semester units. "Semester Unit" means one semester hour of upper division 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.

(B) 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.

7.10.2 Experience

Completion of seventy-five percent (75%) of the total days 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.

Pursuant to Government Code Section 3543.2(d) and commencing with the 2005-2006 school year, unit members (except psychologists) entering the district shall be given credit, up to ten (10) 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 six (6) years of credited service.

7.10.3 Credit for teaching in an accredited private school will be granted only for the time for which the unit member holds a valid public school credential.

7.10.4 To receive credit for military service, the unit member must show documented evidence of having had a valid credential held before entering military service. The credential must be held for the specific position applied for. A maximum of three (3) years for military service is established for credit.

7.10.5 A combination of military and/or teaching experience may not exceed ten (10) years for original placement.

7.11 Advancement

7.11.1 Advancement by Steps

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.

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.

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.

A unit member on leave for military duty shall be entitled to vertical progression as long as such service is mandated by the government.

Unit members participating in the Pre-Retirement, Part-time Employment Plan shall advance on the salary schedule as though he/she were employed full time.

7.11.2 Advancement from Group to Group
The request for advancement must be submitted to the Human Resources 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 placement.

7.12 Language deleted.

7.13.1 Daily Rates

7.13.1 Unit members who perform teaching duties shall have a regular daily salary rate determined by dividing annual pay by the total duty days.

7.13.2 The district will pay unit members their regular daily salary rate when such unit members are employed to work beyond the regular school year.

7.13.3 Teachers shall have the opportunity to indicate their interest in being assigned supplemental teaching duties in areas of need as designated by the District and described in a direct communication with bargaining unit members at the beginning of each school year. The District will select from those indicating interest.

7.14 Department Chairpersons

7.14.1 Department Chairpersons will be paid pursuant to the schedule attached as Appendix C.

7.14.2 If the department chair is shared, the amount of compensation allowed for the size of the total department must be shared.

7.14.3 Language deleted.

7.14.4 Department Chairperson positions (Grades 9-12) shall be three (3) year terms. For the purposes of this article a unit member must be assigned to a department for fifty percent (50%) or more of their contracted assignment to be considered a member of a specific department and to be eligible to serve as Chairperson of said department. Department Chairpersons shall be elected by formal majority vote of department members subject to confirmation by site administration. The vote shall be conducted jointly by the site administration and the site Association representatives. The process described in this article shall be phased in over a three (3) year period. For the 2005-2006 school year there will be four (4) departments selected by blind draw that will vote to determine their Department Chairperson. In the 2006-2007 school year there will be three (3) departments selected by blind draw that will vote to

determine their Department Chairperson. In the 2007-2008 school year all remaining departments will vote to determine their Department Chairperson. Voting for Department Chairperson shall take place by May 31 of each year. If a Department Chairperson is unable to serve a complete three (3) year term, a replacement shall be elected by formal majority vote in a timely manner subject to confirmation by site administration.

7.15 Librarians

7.15.1 School librarians will be paid a stipend pursuant to the schedule attached as Appendix C.

7.15.2 School librarians and/or unit members assigned to the library may be authorized 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.

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.

7.17 Directors of Student Activities/Athletics

When authorized, the directors of student activities and athletics shall be assigned no more than three (3) teaching periods or its equivalent per day and other duties relating to student activities or athletics as the principal may deem necessary.

7.18 Additional High School Class, Counseling or Educational Advisor Assignment

7.18.1 Unit members assigned to teach an extra class for a semester or the remainder thereof shall receive twenty percent (20%) of his/her annual pay prorated. Annual pay is defined to include any longevity pay / career increments and any professional growth incentives earned by the unit member.

7.18.1.1 Teachers shall have the opportunity to indicate their interest in being assigned extra teaching sections prior to the start of the school year. The site administrator will choose from those indicating interest and will provide a rationale for the assignment to those not chosen.

7.18.2 Any unit member who is not a substitute and is assigned the responsibility of a sixth class for less than the days remaining in a semester shall be paid his/her professional hourly rate for hours worked.

7.18.3 Any counselor or Educational Advisor assigned counseling responsibilities of a seventh hour for a semester or the remainder thereof, shall receive sixteen and two thirds percent (16.67%) of his/her annual pay prorated.

7.18.4 Unit members who teach a sixth class or any counselor or Educational Advisor who is assigned a seventh hour shall have their additional stipend appended to their regular pay.

7.19 Supervising Teachers

Unit members serving as supervising teachers for student teachers will receive any honorarium paid by the college or university.

7.20 Part-time unit members

Part-time unit members shall receive a salary in proportion to the assigned load they carry. In addition, part-time unit members shall perform a proportionate share of non-teaching duties.

7.21 Teachers of Combination Classes

During the period that a K-6 teacher is actually assigned to teach a combination class, such a teacher shall be paid a stipend pursuant to the schedule attached as Appendix C. For purposes of this section, a combination class exists where students from two or more grades in Kindergarten through sixth have been combined into one class. The provision for a stipend does not apply to special education classes or situations created by team teaching.

7.22 Teachers or other members of the RBTA Bargaining Unit participating in academic overnight programs not associated with programs, activities or duties for which a stipend is already paid shall receive a stipend according to the following guidelines:

1-2 Nights	$250
3+ Nights	$350

ARTICLE 8 - HEALTH & WELFARE

Any incentives or credits received by the district from the health and welfare carrier/consultants shall be applied to the total health and welfare costs for the purpose of lowering the cost of premiums to the bargaining unit member. The district shall present to RBTA documentation of any and all incentives or credits upon signing with health and welfare carrier/consultants.

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 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.

8.2 For unit members working less than full time, the District will pay its prorated share of the costs of the premiums based on the percentage of a full work period to the time the unit member is actually employed.

8.3 It is understood and agreed that the respective carriers may raise premium rates each year. If the parties have not reached agreement concerning District premium contributions prior to October 1, the increased amounts will be deducted from the unit members' payroll warrants unless and until agreed otherwise, consistent with District past practice.

8.4 Unit members who retire during the term of this agreement may purchase, at their own expense, District health and welfare benefits, at the District rate, in accordance with AB528.

8.5 Eliminated.

8.6 The District and the Association shall jointly construct contract language regarding the offering and implementation of IRC 125 provisions (This plan allows an employee to make pre-tax contributions, via salary reduction, towards payment of health care program employee costs and/or flexible spending. Employees may change their request to participate or not during the District's open enrollment period).

ARTICLE 9 - EVALUATION PROCEDURES

9.1 Evaluation Categories

Unit members in temporary or probationary status shall be evaluated through the Tier I Evaluation Process. All other bargaining unit members with permanent, continuing status shall be evaluated through the Tier II Evaluation Process.

9.2. Tier I Evaluation Process

The Tier I Evaluation Process is based on the Redondo Beach Unified School District's *Expectations for Practice*, which derive from the California Standards for the Teaching Profession.

9.2.1. Initial Planning

Not later than fifteen (15) work days after the first school day of the year in which the evaluation is to take place, all unit members scheduled for evaluation shall be notified by the principal of their participation in the evaluation process. The notification shall include the name of the evaluator as well as copies of the RBUSD *Expectations for Practice*, the *Tier I Initial Reflection document*, the *Tier I Final Reflection document* and a blank *Tier I Final Evaluation* form.

9.2.2 Not later than thirty (30) work days after the first school day of the year in which the evaluation is to take place, the unit member shall complete the *Tier I Initial Reflection* document. The evaluator and the unit member shall then meet to discuss the Initial Reflection and the RBUSD *Expectations for Practice*. During the meeting, areas requiring heightened attention may be identified with the understanding that the unit member is nevertheless responsible for developing competency in all areas.

9.2.3 Observations

Every temporary or probationary member of the unit shall be observed both formally and informally during the school year.

9.2.3.1 Formal Observation

The evaluator shall schedule and conduct at least one formal observation during the school year. The unit member shall submit a lesson plan based on the RBUSD *Essential Elements of Lesson Planning* prior to any scheduled formal observation. Formal observations shall last no less than thirty (30) minutes. Within ten (10) working days of a formal observation, the evaluator shall provide both feedback on the lesson as well as an opportunity to engage in dialogue about the feedback.

9.2.3.2 Informal Observation

The evaluator may conduct informal observations of the unit member at any time and need not limit such observations to lesson delivery. All areas of the RBUSD Expectations for Practice may provide the basis for informal observation. Within ten (10) working days of any informal observation incorporated into the evaluation, the evaluator shall provide both feedback as well as an opportunity to engage in dialogue about the feedback.

9.2.4 Recommendations

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.

9.2.5 Final Reflection

Not later than the sixty (60) days before the last school day of the school year in which the evaluation takes place , the unit member shall complete and submit the *Tier I Final Reflection* document to the evaluator.

9.2.6 Rating Scale
Temporary and probationary unit members shall be evaluated according to their demonstration of sufficient growth toward competency in all areas of the RBUSD *Expectations for Practice*.

Sufficient Growth
Performance demonstrates either acquired competency or sufficient progress toward competency such as would be achieved through continued professional growth and practice.

Insufficient Growth
Performance demonstrates either continued deficiency despite assistance and guidance or a pace of development such as would not progress toward competency prior to the completion of the probationary period.

9.2.7 Final Evaluation
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 of 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. Copies of the District's Evaluation Forms are attached to this Agreement as Appendix "F."

9.3 Tier II Evaluation Process
The Tier II Evaluation is a formative, growth-oriented process that focuses on the improvement of teaching practice through guided reflective writing, dialogue with evaluators and colleagues, and self-directed inquiry.

9.3.1 Initial Planning
Phase 1: Not later than fifteen (15) work days after the first school day of the year in which the evaluation is to take place, all unit members scheduled for evaluation shall be notified by the principal of their participation in the evaluation process. The notification shall include the name of the evaluator as well as copies of the RBUSD *Tier II Introduction to Reflection and Reflective Practice* and *the Tier II Evaluation Process* documents.

9.3.2 Phase 1 – Introduction to Reflection and Reflective Process:
Not later than thirty (30) work days after the first school day of the year in which the evaluation is to take place, the unit member shall complete the *Tier II Initial Reflection* document.

9.3.3 Phase 2 – Selection of Focus Area:
Not later than thirty (30) work days after the first school day of the year in which the evaluation is to take place, the unit member shall select a Focus Area for the year. The evaluator and the unit member shall then meet to discuss the *Tier II Introduction to Reflection and Reflective Practice* and the Focus Area that has been selected. During the meeting, the evaluator and unit member will discuss the selection and the reasons for the choice. After this discussion, the focus area may be collaboratively modified.

9.3.4 Phase 3 – Initial Reflection on Focus Area:
Not later than fifty (50) work days after the first school day of the year in which the evaluation is to take place, the unit member shall complete the *Tier II Initial Reflection on Focus Area* and submit it to the evaluator for feedback.

The unit member may also elect to share this reflection with colleagues either of their own choosing, or through the facilitation of the evaluator.

9.3.5 Phase 4 – Experimental Trial:
Not later than sixty (60) work days after the first school day of the year in which the evaluation is to take place, the unit member shall develop an *Experimental Trial* based on their *Tier II Initial Reflection on Focus Area* which will serve as the basis for the evaluation process. During the Experimental Trial phase of the evaluation, the unit member will seek to develop innovative approaches to the issues they have identified and examined during the first three phases of the evaluation.

9.3.5.1 Observations
Observations of unit members participating in the Tier II Evaluation process shall focus on unit member's execution of their Experimental Trial. The first such observation shall be conducted not later than seventy-five (75) work days after the first school day of the year in which the evaluation is to take place.

9.3.5.2 Dialogue and Feedback
During the Experimental Trial, the evaluator shall meet with the unit member to offer feedback on observations, engage in open dialogue regarding the outcomes of the experimental trial and suggest additional resources and/or opportunities for additional dialogue with colleagues.

9.3.6 Phase 5 – Final Reflection:
Not later than the sixty (60) days before the last school day of the school year in which the evaluation takes place, the unit member shall submit the *Tier II Final Reflection* document to the evaluator.

9.3.7 Final Meeting
The unit member and evaluator shall meet not later than thirty (30) days before the last school day of the school year in which the evaluation takes place. During the meeting, the evaluator shall discuss with the unit member the growth and development experienced and observed throughout the evaluation process. At this meeting, the evaluator may make recommendations for further growth and development based on the experiences and observations of the evaluation process. After the final meeting, the unit member may request a deferral of the evaluation process by submitting a plan pursuant to Article 9.4.1 not later than thirty (30) work days after the first school day of the following school year. There shall be no summative rating issued to the unit member.

9.4 General Information
Evaluation and assessment of the performance of each certificated employee shall be made on a continuing basis, at least once a year for temporary or probationary personnel, and at least once every other year for personnel with permanent status except as provided for in 9.4.1. The evaluation shall include recommendations, if necessary, as to areas of improvement in the performance of the employee.

In the event a permanent employee is not performing his/her duties in a satisfactory manner, the District shall utilize the pre-disciplinary or disciplinary processes available to it such as are identified in Article 14. It is expressly recognized that such procedures shall be implemented separately and apart from the evaluation process.

9.4.1 Permanent unit members who have been employed by the District for at least ten (10) years and whose previous participation in the Tier II evaluation meets the District's expectation shall, by mutual agreement of the administrator and unit member, be evaluated up to every five (5) years (pursuant to terms of Education Code Section 44664). Documentation that a deferral has been approved will be given to the unit member and a copy will be placed in their Human Resources file.

9.4.1.1 Teachers requesting a deferral of the evaluation process shall submit a plan for autonomous self-assessment, reflection, experimentation and risk-taking for a deferral period of five years. The principal will review the plan, make suggestions, additions and outline expected outcomes before granting the deferral. In the years that follow, the principal/evaluator will continue to observe, meet with and discuss the progress of the teacher on his/her self-determined plan. No documentation or written reflections will be required during the deferral years. However, should a principal/evaluator determine after observation, dialogue and feedback that the teacher is not pursuing the objectives of his/her plan then the principal/evaluator would meet with the teacher and may rescind the deferral.

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

9.4.3 No Tier I evaluation shall be subject to the Grievance/Arbitration Procedure, unless resulting in a final rating of "Insufficient Growth".

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.
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.

ARTICLE 10 - LEAVES

10.1 Sick Leave

10.1.1 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.

10.1.2 An employee terminated 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.

10.1.3 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/her position, or if no substitute is hired, the difference between his/her regular salary and the amount which would have normally been paid to a substitute hired to fill the absent employee's position. 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 (13) day of absence respectively.

10.1.4 In October of each year, the district will provide each member of the bargaining unit with a statement of accrued sick leave as of August 31st and the entitlement for the current year. If a unit member does not utilize the full amount of leave as authorized under 10.1.1 above in any school year, the amount not utilized shall be accumulated from year to year.

10.1.5 Upon reasonable belief of abuse of sick leave, and upon request by district management, a unit member shall be required to present a certificate signed by the unit member verifying the actual illness or injury, or present a certificate signed by a medical authority. If the illness or injury exceeds three (3) consecutive days, the District may require, at District's expense a certified medical specialist to examine the unit member and make all necessary inquiries in order to be fully informed as to the nature and severity of the illness or injury, and to report such finding to the Superintendent or designee. If the report concludes that the absence is not due to personal illness or injury, or that the illness is not sufficiently severe to warrant continued absence then the Superintendent or designee, after notice to the unit member, may refuse to grant such leave. If requested by the district management, a unit member shall not return to work until a medical doctor's authorization to return to work is submitted at district's expense.

10.1.6 Unit members are expected to notify the designated school person of their intent to be absent, whenever practicable, by 7:00 a.m. Failure to provide adequate notice may be grounds for denial of leave with pay or other disciplinary action. A unit member shall make a reasonable attempt to notify the district prior to the dismissal time of the final class of the work day, of the employee's intent to return or not to return the following day.

10.1.7 Members of the unit may be required to have a medical or psychiatric examination(s) by district approved physician(s). Such examination(s) will be at district expense.

10.1.8 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. 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 and verification of the amount of unused sick leave. Such credit for unused leave of absence for illness or injury will be given only to employees who have been employed by a California school district in the year prior to the acceptance of employment in the district. When an employee terminates employment after one year or longer 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.

10.2 Catastrophic Sick Leave

10.2.1 The District shall maintain an RBTA Catastrophic Leave Bank. This Catastrophic Leave Bank shall be maintained to provide paid leave to bargaining unit members who have exhausted all earned sick leave as described in Section 10.1 above who are suffering from catastrophic illnesses or injuries as verified by a physician and are not receiving benefits provided by any income protection insurance program. Catastrophic leave shall also be available to unit members who need to care for an immediate family member who is suffering from a catastrophic illness or injury as verified by a physician. The District shall provide the Association upon request a statement of activity on the bank for the prior month as well as the monthly ending balance of days in the bank.

10.2.2 A probationary or permanent unit member may donate up to five (5) days of sick leave per year to the Catastrophic Leave Bank described in Section 10.2.1 above. Such donations shall be irrevocable. Sick leave which is donated under this section shall be deducted from the accrued sick leave authorized under Section 10.1 above. A bargaining unit member who wishes to donate sick leave shall execute an authorization for the donation of the sick leave and an assignment of the leave to the leave bank This authorization must confirm the understanding that the donation of sick leave to the Catastrophic Leave Bank is voluntary and irrevocable. The authorization must further indicate unit member agreement to indemnify and hold the District and the Association harmless from any claims, demands, or causes of action related to the donation. Solicitations for donations to the Catastrophic Leave Bank shall be the sole responsibility of the Association.

10.2.3 A catastrophic illness or injury shall be defined by Education Code Section 44043.5. The District and the Association reserve the right to amend the definition of a catastrophic illness or injury upon mutual agreement. The use of catastrophic leave by a bargaining unit member shall be by mutual agreement of the District and the Association.

10.2.4 While utilizing the Catastrophic Leave Bank, a unit member shall be deemed to be on a paid sick leave. One donated day, when combined with one day of substitute differential pay, shall cause said unit member's daily rate of pay to remain at 100%. A bargaining unit member who has been approved to use catastrophic leave agrees to indemnify and hold the District and the Association harmless from any claims, demands, or causes of action related to the use of said leave.

10.2.5 This section supersedes any obligations of the district under Education Code Section 44043.5.

10.2.6 Any further regulations regarding the administration of the Catastrophic Leave Bank shall be mutually developed by the District and the Association.

10.3 Personal Necessity Leave

10.3.1 Unit members may elect to use up to ten (10) days leave of absence annually for matters of personal necessity. The unit member shall have the discretion to write the reason for such absence on the designated section of the form. Such leave shall not be used merely for an extension of holidays, vacation, or for purely personal convenience, or for withholding services, and it shall be deducted from the employee's accumulated sick leave.

10.3.2 The applicant for such leave shall not be required to state the reason for taking such leave, but shall affirm that the absence is only for an acceptable reason for personal necessity as designated on the

absence form and acknowledge that abuse of personal necessity leave could subject the unit member to disciplinary action up to and including dismissal.

10.3.3 No advance permission shall be required for leave taken for:

10.3.3.1 Death or serious illness of a member of his/her immediate family

10.3.3.2 Accident involving his/her person or property or the person or property of a member of his/her immediate family

10.3.4 Deleted

10.4 Sabbatical Leaves

10.4.1 The district shall determine whether or not to offer sabbatical leaves in any particular school year, and if so, how many to offer.

10.4.2 Eligibility

Any unit member who has satisfactorily completed seven (7) full years of service with the district shall be eligible for sabbatical leave once in each eight (8) years. S/he may apply during her/his seventh (7th) year. A full year of service shall consist of seventy-five percent (75%) of the school year, including days of paid absence for illness or other cause. No leave of absence, including maternity leave shall be considered a break in the continuity of service for the required seven (7) consecutive years' service, but time spent on leave of absence shall not be counted toward fulfillment of the seven (7) year service requirement.

10.4.3 Criteria for Selection

The selection of unit members to be granted sabbatical leave shall be determined by the:

A. Relative value to the district of the proposed program of those applying for leave
B. Relationship of sabbatical leave activities to present assignment of the unit member
C. Past sabbatical leave record of the applicant
D. Seniority of the unit member
E. Approval of and selection by private sector business or industry where appropriate
F. Benefit to the students of the district.
G. Benefit to other teachers in the district
H. Professional growth possibilities in the proposal for the individual teacher.

10.4.4 Conditions of Leave

A. Sabbatical leave shall be granted for not less than one (1) full semester nor for more than two (2) full consecutive semesters. Leave for a fractional part of a semester is not permitted.

B. Unit members who take a semester leave must take such leave during the second semester, unless by mutual consent of the principal and unit member. To be eligible for sabbatical leave during the second semester of any school year a unit member must have completed a minimum of sixty-eight (68) days service during the first semester of that school year.

10.4.5 Selection Procedure

Candidates for sabbatical leave shall be screened by the Sabbatical Leave Committee, or shall be screened by the private business or industry depending upon the conditions of the leave.

10.4.6 Sabbatical Leave Committee

The Sabbatical Leave Committee shall select from the qualified applicants those persons to take sabbatical leaves based on the criteria listed in 10.5.3 with the exception of 10.5.3(E). The Sabbatical Leave Committee shall:

A. Consist of five (5) unit members selected by the Association and four (4) persons selected by the District
B. Be chaired by a member of the committee elected by the committee members by majority vote
C. Convene no later than November 15 by the District
D. Notify all applicants of its selections prior to the December vacation period.
E. Keep a numerical listing of acceptable alternate candidates. In the event a unit member, granted a sabbatical leave for any given year, fails or is unable to fulfill the leave, said leave will be granted to alternates from the list for that year

10.4.7 Sabbatical Applications

Application for leaves to be reviewed by the Sabbatical Leave Committee shall be made no later than November 1. Other sabbatical leaves will be posted at least thirty (30) days in advance and applications are due no later than seven (7) days after the close of the posting.

A. Applications for all sabbatical leaves shall be considered only for the school year immediately following that during which the application is received. If the applicant is not granted a leave s/he must re-apply in order to be considered again for an ensuing year.
B. Applicants shall present, as part of their application, reasons for desiring the leave, date of the leave and any other relevant data to assist in the decision of awarding the sabbatical leaves.

10.4.8 Interview

Applicants may be asked to appear in person before the Sabbatical Leave Committee for further explanation of his/her plans, where appropriate, or, shall be interviewed by representatives from private business or industry, where appropriate.

10.4.9 Sabbatical Leave Posting

A list of sabbatical leave recipients together with their assignments and/or project summaries shall be sent by the Assistant Superintendent of Human Resources to each principal for posting at each school.

10.4.10 Compensation

The recipient of a sabbatical leave shall receive one half of his/her annual base salary or his/her full semester base salary, whichever is applicable, or in the case of a sabbatical leave where pay is reimbursed to the District the recipient for a sabbatical leave shall receive his/her annual base salary or semester base salary, whichever is applicable. Base salary shall include basic teaching assignment, departmental chairperson stipend, career increment, and doctoral stipend, as applicable, according to unit member's place on the salary schedule, the same as if s/he were teaching during the period of the sabbatical leave. The recipient who is employed less than full time shall have his/her sabbatical leave salary prorated accordingly except where the salary is reimbursed to the District. The semester prior to the leave shall be the determining factor. The compensation for a sabbatical leave shall include all fringe benefits for the school year. All regular deductions will be withheld during sabbatical leave. Sabbatical leave shall constitute a year's service for movement on the salary schedule. The unit member may accept a fellowship or grant in aid designed to assist accomplishment of the purpose of the leave. College credits earned during sabbatical leave may be utilized to meet the requirements for advancement on the salary schedule.

10.4.11 Method of Payment

Salary for sabbatical leave will be paid to the unit member while on leave of absence in the same manner as if the unit member were teaching the District. The unit member shall make arrangements with the Business Office for the disposition of his/her salary warrant each month.

10.4.12 Bond Required

The unit member shall furnish a suitable bond indemnifying the District against loss in the event that the unit member fails to render at least two (2) years' service in the District after return from sabbatical leave of absence. Such bond shall be exonerated in event the failure of such unit member to return and render such two (2) years' service is caused by the death or physical or mental disability of the unit member. If the Board finds, and by resolution declares, the that 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/her 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.

10.4.13 Interruption of Program by Accident or Illness

Interruption of an assignment or program while on sabbatical leave caused by serious accident or illness, evidence of which is satisfactory to the District shall not be held against a unit member as regards to fulfillment of his/her sabbatical leave. The amount of compensation shall not be adjusted while on the granted sabbatical leave. The Superintendent must be promptly notified of such accident or illness. In case of such accident or illness including hospitalization or recovery while on sabbatical leave, notification shall be made by certified letter, mailed within ten (10) days of the accident or illness. In case of extended disability the unit member may cancel his/her sabbatical leave and be placed on sick leave.

10.4.14 In leaves relating to work in private business or industry, should there be a termination of the program on part of either the employee or the employer, the employee shall be liable for immediate return to duty in an assignment determined by the Superintendent or his designee.

10.4.15 Retirement and TSA Contribution

Sabbatical leave shall count toward retirement as specified in state law. Retirement and annuity contributions shall be deducted from unit member's compensation. Those who have had full year sabbaticals may, at their option, pay into the State Teachers Retirement System an amount that they would ordinarily have contributed in order to receive full time service credit.

10.4.16 Required Report

Each unit member who has been on sabbatical leave shall file with the Human Resources Office a written report within sixty (60) days of the unit member's return to duty. Such report shall contain a detailed description as to the activities of the unit member, together with the unit member's appraisal of the professional value of the experience gained while on sabbatical 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 unit member is located, and any other data necessary for a satisfactory report and which contains transcripts of all college and university study while on leave.

10.4.17 The Assistant Superintendent of Human Resources shall determine that all conditions of the sabbatical leave have been fulfilled.

10.4.18 Return to Position

At the expiration of a sabbatical leave, the unit member who has been granted such leave shall be reinstated, unless s/he agrees otherwise, in the position held at the time the leave was granted, provided that conditions have not arisen which would have changed the unit member's location and type of work had s/he remained on active service. In the event of changed conditions, the unit member returning from sabbatical leave shall be reinstated and be assigned work appropriate to the field of his/her training, with the appropriate salary status including any increments allowed.

10.5 Exchange Teaching Leave

An exchange leave is a leave granted at the District's discretion to permit an employee to serve as an exchange employee in any foreign country or in any state, territory, or possession of the United States.

10.5.1 Exchange leaves of absence may be granted to the certificated employees who meet the following requirements:

(a) The employee must have permanent status in the District on the effective date of the leave

(b) An exchange agreement must be signed by the employees and the Districts concerned

10.5.2 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.

10.5.3 Compensation shall be arranged according to one of the following plans:

Plan A (Applies to exchanges in California)
The Redondo Beach Unified School District employee is paid by the other district and is to receive the rate of pay on the other district's salary schedule nearest to the rate received in the Redondo Beach Unified School District, but not more than the other district employee would receive.

Plan B (Applies to exchanges outside California)
The Redondo Beach Unified School District employee is paid by the Redondo Beach School District at his/her regular rate. This plan is limited to exchanges with states or countries where the other employee will receive an adequate salary for living in that particular community.

Plan C (Applies to exchanges outside California)
The Redondo Beach Unified School District employee is paid by the other district at a negotiated rate.

10.5.4 At the completion of any exchange, the Redondo Beach Unified School District employee shall return to duty in the Redondo Beach Unified School District and shall serve full time for at least two (2) consecutive years before being eligible for another exchange assignment.

10.5.5 Credit for service on exchange leave counts toward advancement on the salary schedule as if such service were given in the Redondo Beach Unified 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 the salary agreed to in the contract signed with the outside district. A notarized affidavit shall be filed verifying this service.

10.5.6 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.

10.5.7 If the employee wishes to request an extension of the exchange leave, such request shall be made not later than two (2) months prior to the expiration of his/her leave.

10.6 Bereavement Leave

10.6.1 A unit member shall be entitled to a maximum of five (5) days leave of absence without loss of salary or benefits or deduction from sick leave on account of the death of any member of his/her immediate family.

10.6.2 Immediate Family

Immediate family is defined as: mother, mother-in-law, father, father-in-law, husband, wife, domestic partner, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, grandchild, grandfather, grandmother, or any relative living in the immediate household of the unit member or any other person as determined by mutual consent of the Assistant Superintendent, of Human Resources and the unit member. For the purposes of this section, relatives by virtue of marriage and relatives by virtue of court action shall be considered as natural or legal relatives.

10.6.3 Bereavement Leave may be taken during Summer School.

10.7 Pregnancy-Related Disability Leave

Disability caused by pregnancy, miscarriage, childbirth and/or recovery therefrom shall be treated as any other non-industrial temporary medical disability and is eligible for protection under FMLA for unit members qualifying under the terms of Article 10.13.1. It is the practice of the District to grant sick leave as set forth in Article 10.1 for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery from childbirth on the same terms and conditions governing leaves of absence from other illness or medical disability. The length of such leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member's physician in consultation with the unit member. However, the Superintendent or his/her designee can require a verification of the extent of disability through a physical examination of the unit member by a physician appointed by and paid for by the District.

10.7.1 Parental Leave

Parental leave is separate and distinct from pregnancy-related disability leave. Parental leave shall be defined as leave for the birth of a child of the unit member, or the placement of a child with a unit member in connection with birth via surrogacy, adoption or foster care by the unit member. A unit member qualifying under the terms of Article 10.13.1(a) may utilize Parental Leave not to exceed a total of twelve (12) weeks for the purpose of child bonding pursuant to Education Code 44977.5. Such leave may include the use of accumulated sick leave.

10.7.1.1 A unit member granted a Parental Leave will receive the difference in pay of the unit member and that of a substitute, but in no case less than 50% of his or her regular pay if he or she should exhaust accumulated sick leave to while on Parental Leave provided that the leave occurs during the contract year.

10.7.1.2 The District will continue health coverage for the unit member on Parental Leave (section 10.7.1) as otherwise provided if the unit member was not on leave.

10.7.1.3 The unit member will have the right to continue health coverage at their own expense if granted an unpaid extension of the leave by the District upon expiration of the twelve (12) week period.

10.8 Leave Without Pay for Child Bearing Preparation and Child Rearing

10.8.1 Leave without pay or other benefits (except as required by law) may be granted at the discretion of the District to a unit member for preparation for child bearing and/or Child-Care not covered under the terms of Article 10.7.1 through 10.7.1.3. Such leave may be requested by unit members who either do not qualify for the twelve (12) week leave period delineated in Articles 10.7.1 through 10.7.1.3 or those qualifying members who wish to apply for leave of absence in excess of the twelve (12) week period. Any leave request under this article exceeding twelve (12) weeks may be granted at the discretion of the District.

10.8.2 The unit member shall request such leave as soon as practicable, but no less than thirty (30) calendar days prior to the date on which the leave is to begin except in cases of emergencies. Such request shall be in writing and shall include a statement as to the dates the unit member wishes to begin and end the leave without pay.

10.8.3 The determination as to the date on which the leave shall begin and the duration of such leave shall be made at the discretion of the Superintendent or designee when considering the scheduling and replacement problems of the District and the needs and interests of the teacher.

10.8.4 The duration of such leave shall consist of no more than twelve (12) consecutive months and shall automatically terminate on June 30 in the school year in which such leave is granted. An extension of leave may be granted, not to exceed an additional twelve (12) months. The District shall comply with applicable law in granting or denying leaves for specific durations.

10.8.5 There shall not be a diminution of employment status while on leave for child bearing or child rearing except that no unit member shall be entitled to compensation, increment, nor shall the time taken on parental leave count toward credit for probationary unit members in earning tenure status.

10.8.6 If a unit member is on leave for child bearing or child rearing and in the event of a miscarriage or death of a child subsequent to childbirth, the unit member may request an immediate assignment to a unit position. If there is a vacancy for which a unit member is qualified, the District will assign the unit member to a position as soon as practicable.

10.8.7 Unit members on leave may continue to participate in District-maintained health and welfare benefits (excluding State Teachers Retirement System and income protection plans) by arranging with the District to prepay appropriate premiums for such health and welfare benefits to the District, or as required by law.

10.9 Industrial Accident Leave

10.9.1 Unit members may be entitled to industrial accident leave according to the provisions of Education Code Section 44984 for personal injury which has qualified for workers' compensation under the provisions of the State Workers' Compensation Insurance Program.

10.9.2 Such leave shall not exceed sixty (60) days during which the schools of the District are required to be in session or when the unit member would otherwise have been performing work for the District in any one fiscal year for the same industrial accident. Leaves pursuant to this section shall not be deducted from earned sick leave.

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

10.9.4 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 the appropriate insurance fund which would make the total compensation from both sources exceed 100% of the amount the unit member would have received as salary had there been no industrial accident or illness. 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.

10.10 Military Leave

Military leave shall be provided in accordance with statutory provisions.

10.11 Legal Proceedings Leave

10.11.1 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/her 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.

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

10.11.3 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. The request for postponement shall not be made solely for the purpose of rescheduling jury duty to a non-duty day.

10.11.3.1 Unit members shall be credited up to two (2) sick days as an incentive to postpone jury duty to summer months. One (1) sick day shall be earned for each day of jury service up to the maximum of two (2) sick days provided for in this Article. Unit members shall have the option to be paid the regular sub rate in lieu of being credited a sick day. Evidence of postponement and completion must be submitted to the payroll department for verification.

10.12 Personal Unpaid Leaves

10.12.1 The District may grant leaves of absence without pay for reasons other than those generating other leaves under this Article. Unit members who wish to apply for a personal unpaid leave must obtain prior approval of their immediate supervisor and submit their application to the District Office of Human Resources by May 1 for leaves encompassing either the fall semester or the entire school-year. Applications received after May 1 may be subject to summary denial. 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 on the appropriate District form.

10.12.2 The unit member on such leave shall notify the District Human Resources Office by April 15 of the school year during which leave was granted as to an intent to return to duty the following school year.

10.12.2.1 Upon return from leave, the employee will be guaranteed a position for which they are qualified and credentialed.

10.12.2.2 There shall be no loss of seniority.

10.12.2.3 Leaves approved by the Board will be for one (1) year only. Leaves of less than 75% of a school year shall not count toward this one (1) year restriction. The Board may extend the leave period beyond one (1) school year at its discretion.

10.13 Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA)

The following article delineates some of the terms of the Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) which offer protections to eligible unit members for certain types of leaves of absence.

While described in part herein, the terms and conditions of eligibility are matters of law and are not part of this collectively negotiated Agreement. The District shall provide written notice to bargaining unit members if the District designates unit member leave time as Family Care and Medical Leave or other protected leaves.

10.13.1 A unit member is eligible for leave if he/she:
a) has been employed for at least 12 months;
b) has actually worked for at least 1,250 hours during the 12 month period immediately preceding the commencement of the leave.

10.13.2 Leave is only permitted for the following reasons:
a) the birth of a child or to care for a newborn of a member;
b) the placement of a child with a member in connection with the adoption or foster care of a child.
c) leave to care for a child, parent or a spouse who has a serious health condition; or
d) leave because of a serious health condition that makes the member unable to perform the function of his/her position.

10.13.2.1 A serious health condition includes an illness, injury impairment, or physical or mental condition that involves:
a) any period of incapacity or treatment in connection with a hospital, hospice or residential medical care facility; or
b) any period of incapacity requiring absence from work, of more than three (3) calendar days that also involves continuing treatment by (or under the supervision of) a health care provider; or
c) continuing treatment of a health care provider for a chronic or long term health condition that is incurable.

10.13.2.2 Continuing treatments include:
a) two or more visits to a health care provider; or
b) two or more treatments by a health care practitioner on referral from, or under the direction of a health care provider; or
c) a single visit to a health care provider that results in a regimen of continuing treatment under the supervision of the health care provider.

10.13.3 Amount of Leave

Eligible unit members are entitled to a total of twelve (12) workweeks of leave during any twelve (12) month period. A member's entitlement to leave for the birth or placement of a child for adoption or foster care expires twelve (12) months after the birth or placement.

The twelve month period for calculating leave entitlement will be a "rolling period" measured forward from the date leave is taken and continues with each additional leave day taken.

A member's request for leave of less than two weeks duration will not be granted absent medical certification that such leave is medically necessary.

If the District employs both parents, their aggregate leaves for birth, adoption, or foster care placement shall not exceed 12 workweeks in 1 twelve month period.

10.13.4 Members Benefits While on Leave

Leave under this Article is unpaid. While on leave, unit members will continue to be covered by the District's medical, dental, and vision insurance. However, unit members will not be covered under the

District's income protection and other benefit plans unless members make the appropriate contributions for continued coverage.

If a unit member fails to return to work after his/her leave entitlement has been exhausted, the District shall have the right to recover its share of health plan premiums for the entire leave period, unless the member does not return because of the continuation, recurrence, or onset of a serious health condition which would entitle the member to leave, or due to other circumstances beyond the control of the employee. The District shall have the right to recover premiums through deductions from any sums due the unit member (e.g. unpaid wages, vacation pay, etc.).

10.13.5 Language Deleted

10.13.6 Medical Certification

A. The District may require members who request leave to provide written certification from the health care provider of the individual requiring care. If the leave is requested because of the member's own serious health condition, the certification must include a statement that the member is unable to perform the essential functions of his/her position.

B. If the District has reason to doubt the validity of a certification, the District may require a medical opinion of a second health care provider chosen by the District. If the second opinion is different from the first, the District may require the opinion of a third provider approved by the District and the member. The opinion of the third provider will be binding.

C. The District may require certification of the serious medical condition of a family member, including a health care provider's certification that the unit member is needed to care for the family member.

10.13.7 Member Notice of Leave

Although the District recognizes that emergencies arise which may require members to request immediate leave, members are required to give as much notice as possible of their need for leave. If leave is foreseeable, at least thirty (30) days' notice is required. In addition, if a member knows that he/she will need leave in the future, but does not know the exact date(s) (e.g. for the birth of a child or to take care of a newborn) the member shall inform his/her supervisor as soon as possible that such leave will be needed. If the District determines that a member's notice is inadequate or the member knew about the requested leave in advance of the request, the District may delay the granting of the leave until it can, in its discretion, adequately cover the position with a substitute.

10.13.8 Upon conclusion of the leave, if the employee is able to resume his/her employment, he/she shall be reinstated to the same or comparable position as held prior to commencing such leave. The guarantee of reinstatement may not apply where for legitimate business reasons, unrelated to the taking of leave, the employee's position has been eliminated, provided the employee is accorded the same layoff and recall rights and status as he/she would have had if working at the time of layoff. Nothing herein precludes the District from dismissing the employee for cause (permanent) or for valid reasons (if probationary).

As a condition of restoration of a member whose leave was due to the member's own serious health condition, which made the member unable to perform his/her job, the member shall obtain and present a fitness-for-duty certification from a health care provider that the member is able to return to work. Failure to provide such certification will result in denial of restoration.

10.13.9 Request for Leave Unit members shall fill out the "Request for Family and medical leave Form" prepared by the District to be eligible for leave. This form will enable the District to satisfy its record keeping obligations.

10.14 Job Sharing

10.14.1 The District may authorize teams of two tenured unit members to share a full-time teaching assignment. The team may include a second-year probationary teacher who does not receive a notice of non-reelection by March 15.

10.14.2 Shared teaching assignments shall refer to two (2) unit members sharing one (1) full-time position. Job sharing may occur involving proportionate teaching responsibilities in amounts of other than 50/50%. Upon the termination of the shared assignment, the unit members shall be returned to the proportion of a full-time assignment, or a higher proportion if mutually agreed upon by the unit member and the District, held prior to the job share.

10.14.3 Shared teaching assignments will be filled only by permanent unit members who have jointly agreed to work together and who have submitted a written proposal for shared teaching to the site Principal(s). The proposal must be submitted on a form developed by the District in direct consultation with the Association. The proposal must be received on or before March 31 of each school year prior to the year in which the shared teaching assignment is being requested.

10.14.3.1 The Principal, in reaching a decision on a job share proposal, shall consider the needs of the students and the site, as well as the demonstrated strengths of the team members submitting the proposal. Before denying a job share proposal the_principal shall consult with the Assistant Superintendent of Human Resources. Both unit members shall be notified of the decision on their proposal in writing by April 30 and have the right to appeal a denial to both the Association and the_Assistant Superintendent of Human Resources. The Association reserves the right to appeal a denial directly to the Board of Education.

10.14.3.2 In the event that one of the two unit members on an approved job-share leave resigns from the District after the beginning of the school year, the District will honor the job-share leave application of the remaining member by temporarily filling the vacancy created by the resigning member through the end of that school year only, unless the remaining unit member wishes to fill the full-time position.

10.14.4 Both unit members are required to work all pre and post service days required of full-time teachers, back to school night, and open house on the dates established by the District. Parent conferences will be proportionately divided between both unit members. Both members shall teach the full week on the first week of school and both shall work the last two contract days of the school year. The two teachers, subject to the approval of the principal, will divide other responsibilities associated with the teaching assignment that occur outside of the regular workday and submit their plan in writing to the principal.

10.14.5 Both members of the team will be responsible for sharing all information pertaining to their mutual assignment, including information from staff meetings and in-services.

10.14.6 Upon reasonable notice to the job sharing team, the principal may require up to two (2) additional days of service other than the days specified in this article from each team member to be paid at the member's individual daily rates.

10.14.7 Both unit members must meet with the principal prior to June 1 to review the responsibilities of the assignment, and again prior to the first student day to establish the exact working days and receive directions regarding attendance at staff and team meetings. The working calendar must be approved by the principal prior to the first student day.

10.14.8 Both unit members will receive salary proportionate to their annual salary equivalent to the percentage of the job share.

10.14.8.1 Unit members participating in a shared teaching assignment shall not receive credit on the salary schedule unless and until they have completed seventy-five percent (75%) of the total days of a school year.

10.14.9 Both unit members will maintain their place on the Employer's seniority list.

10.14.10 Both unit members in the shared teaching assignment shall receive an amount proportionate to the current benefits package equivalent to the percentage of the job share. Additionally, job share partners shall have the right to determine the allocation of their shared benefit package not to exceed 100%.

10.14.11 The District reserves the right to review the effectiveness of the shared positions, and to determine whether or not to continue them on a year-to-year basis. A unit member on a shared teaching assignment must notify the District by March 31 in writing if he or she wishes to reapply for a similar shared teaching assignment for the upcoming school year. The Principal will notify the unit members of the decision on their renewal request in writing by April 30. Before denying a job share renewal_the principal shall consult with the Assistant Superintendent of Human Resources. Unit members have the right to appeal a denial to both the Association and the Assistant Superintendent of Human Resources. The Association reserves the right to appeal a denial directly to the Board of Education.

10.14.12 In the event a unit member on a shared assignment is absent for service, the shared assignment partner may switch days worked with the absent partner. If that is not agreeable to the partner, then the shared assignment partner may provide substitute service at the substitute teacher daily rate.

10.14.13 Unit members who have previously received permanent status in the District, resigned their position with the District, and subsequent to the resignation are rehired within thirty-nine months, shall be eligible to be considered for participation in the job sharing section of the collective bargaining agreement.

ARTICLE 11 - TRANSFERS & REASSIGNMENTS

11.1 A **transfer** refers to the movement of a unit member from one school to another within the district. A unit member assigned to more than one work site shall be considered as being transferred only when moved from one district program to another.

A **reassignment** is a change, within the same site, from one K-6 grade level to another or from one department to another. Changes to or from the positions of Educational Advisor, Counselor, Nurse, Librarian and Psychologist are considered reassignments within the meaning of this Article. Initial assignments are within the sole discretion of the district.

11.2 A request for transfer or reassignment may be unit member initiated (voluntary) or district initiated (involuntary). Involuntary transfers and reassignments shall be accomplished at the discretion of the district as set forth in this Article.

11.2.1 Involuntary transfers or reassignments shall not be made outside the major or minor fields of study and/or the areas of qualification as established by the unit member's credential(s) unless by mutual consent.

11.3 The District shall provide notice of known transfers or reassignments for the ensuing school year not later than May 30 where possible. Should additional transfers and/or reassignments become necessary after that date, affected unit members shall be notified as soon as possible.

11.4 When an involuntary transfer and/or reassignment occurs during the school year the transferred or reassigned unit member shall be provided up to two paid working days to effectuate the transfer through preparing and organizing his/her classroom environment and/or for observation purposes. The unit member may opt for one day, if the unit member believes only one day is necessary to accomplish the above purposes. No such transfer or reassignment shall result in a loss of compensation for the remainder of the school year excluding extra-duty assignments.

11.5 The District and/or site level management may initiate involuntary transfers and/or reassignments based upon the District's educational related needs. This may include, but is not limited to, transferring a teacher to another site due to declining enrollment. This transfer may take place at the beginning of the school year and/or mid-year. Such transfers or reassignments shall not be initiated on an arbitrary basis nor shall they be utilized in lieu of discipline. Prior to making an involuntary transfer and/or reassignment the District shall seek volunteers interested in making the needed assignment change. If an involuntary transfer and/or reassignment becomes necessary, it shall be based on appropriate credentials and seniority.

11.6 In the event of involuntary transfer or reassignment, the employee(s) shall be advised of the reasons therefor 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 (i.e., open) bargaining unit 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.

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 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 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 unit members, unassigned unit members who are on leave and who have requested in writing such notice, and to 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 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. All requests for transfer must be submitted to Human Resources by June 30 of each year for consideration for the following twelve-month period.

11.7.8 Classroom teachers who desire to transfer 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 in order of preference.

11.7.9 The request for transfer 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.

11.8 Unit members who must be transferred as a result of a school closing or loss of enrollment 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.

11.9 The District will ensure that each site publicizes and informs its staff in writing when extra duty opportunities are available at the site in a timely manner.

11.10 For openings, which occur between June 1 and October 1, voluntary changes in positions for the following year shall be handled as follows:

11.10.1 The District shall provide to all unit members by posting on the District web site and sending notification of such action via transmission of a mass e-mail a Special Voluntary Transfer Request Form with a deadline for filing which is no sooner than five (5) working days following the Human Resources Office announcement and the e-mail transmission described above. Unit members who desire to be considered for any vacancies shall be required to fill out the form. At a minimum the form will require the following specific information: School or work site desired, special considerations, and, where more than one school or work site is indicated, priority order of choices.

11.10.2 Unit members who submit such forms in a timely manner will be eligible for consideration for any vacancy which (1) has already been posted or which (2) may subsequently occur up to the opening of the ensuing school year. Requests for transfer may be withdrawn at any time; if an employee is selected for a voluntary transfer, he/she may decline the offer.

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. 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 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 members during the term of this Agreement, or any agreed upon extension thereof, including compliance with the request of other labor organizations to engage in such activity. This clause applies regardless of whether or not a dispute is subject to the Grievance/Arbitration clause of this Agreement.

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 non-Association authorized strike, work stoppage, slow-down, or other interference with the operations of the Employer 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 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.

12.4 During the term of this Agreement, or any agreed upon extension thereof, the district will not lock out bargaining unit members.

ARTICLE 13 - GRIEVANCE PROCEDURE

13.1 Definitions

13.1.1 A **"grievance"** shall be defined as a written statement by a grievant citing a specific section of the contract that has allegedly been violated or misapplied and a statement of redress requested.

The interpretation or application of District policies, rules and regulations shall be expressly excluded from the definition of a **"grievance"** in the Agreement. The Board shall maintain a policy/regulation establishing an orderly process for individuals within the unit to challenge the application of policies/regulations that are outside the scope of negotiations.

13.1.2 A **"grievant"** is the Association or a unit member filing a grievance.

13.1.3 **"Days"** are working days of unit members. Either party may postpone the processing of a grievance for the duration of a vacation period.

13.1.4 The **"Informal Step"** in this procedure is a required conference between the unit member with the problem and the appropriate administrator.

13.1.5 **"Association representative"** is the exclusive bargaining agent selectee.

13.1.6 The **"appropriate administrator"** is the lowest level administrator having immediate jurisdiction over the grievant who has been designated by the District to adjust grievances.

13.2 General Principles

13.2.1 All unit members have the right to file grievances in good faith without fear of prejudice or reprisal.

13.2.2 It is in the best interest of all concerned that all grievances be settled as quickly as possible in an orderly process, and at a level as close to the focus of the grievance as is practical.

13.2.3 All grievances shall be in writing and shall be initiated on the District Grievance form. The form may be secured from the principal's secretary at the local school or from the Assistant Superintendent at the district office.

13.2.4 The grievant has the right to request an Association representative at each step of the grievance procedure.

13.2.5 Grievances or disposition hereof should not be entered in the employee's personnel file.

13.2.6 If the same complaint or substantially the same complaint is made by more than one unit member against one respondent, only one unit member on behalf of himself/herself and the other named grievant may process the complaint through the grievance procedure. Names of all aggrieved parties shall appear on any documents related to the settlement of the grievance.

13.2.7 The grievance shall be a clear, concise and specific statement, stating the circumstance on which the grievance is based; the persons involved; the citations of pertinent sections of the Agreement; and the remedies which he/she has sought. The grievant shall send a copy to all interested parties.

13.2.8 Prior to the filing of a grievance, the grievant shall meet with the appropriate administrator in all cases and both shall make a conscientious effort to resolve the controversy, dispute or disagreement.

13.2.9 Either party to the grievance shall have the right to request an additional conference at any step of the procedure to resolve the grievance. Either party may elect to have a representative present at such a conference.

13.2.10 No grievance shall be recognized by the District or Association unless filed and presented no later than thirty (30) days after the alleged grievance is known or should reasonably have been known by the grievant. At any level of the procedure the time limits may be extended by mutual written agreement.

13.3 Steps in Grievance Procedure

13.3.1 Step 1

A. The grievant shall send a statement of grievance in writing to his/her administrator and to the Assistant Superintendent. Within ten (10) days of receipt of the formal grievance, the administrator shall confer with the grievant and appropriate representative requested.

B. The administrator shall communicate a decision to the employee in writing within ten (10) days after receiving the grievance. If the administrator does not respond within the time limits, the grievance may be moved to the next level. Within the above time limits, either party may request a personal conference with the other party.

C. Within forty-eight (48) hours of the decision, copies of the decision shall be delivered to the grievant and to all parties of interest.

13.3.2 Step 2

A. The grievant may appeal the decision from Step 1 to the Assistant Superintendent within ten (10) days after receipt of the Step 1 decision. This appeal shall be presented in writing with all documents developed and used in Step 1, and shall be available to all parties of interest.

B. The Assistant Superintendent will notify all involved parties of interest of the request for appeal.

C. Within ten (10) days of receipt of the appeal, the Assistant Superintendent shall confer with the grievant and appropriate representative.

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

E. Within forty-eight (48) hours of the decision, copies shall be delivered to the grievant and all parties of interest.

13.3.3 Step 3

A. The grievant may appeal the decision from Step 2 to the Superintendent within ten (10) days after receipt of Step 2 decision. The appeal shall be in writing.

B. Within ten (10) days of receipt of the appeal, the Superintendent shall confer with the grievant and appropriate representative.

C. The Superintendent or designee shall communicate a decision within ten (10) days after receiving the appeal. If the Superintendent or designee does not respond within the time limits, or 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.

D. Within forty-eight (48) hours of the decision, copies shall be delivered to the grievant and to all parties of interest.

13.3.4 Step 4 - Arbitration

A. If the grievant is not satisfied with the decision at Step 3, s/he may within ten (10) days request the Association to submit the grievance to **final and binding arbitration**. If the Association concurs with the employee's request for arbitration, the Association shall within twenty (20) days of the Superintendent's decision submit a request in writing to the Superintendent for arbitration of the dispute, and the District shall comply with the request.

B. The Association and the District shall attempt to agree upon an arbitrator and if no agreement can be reached, the parties shall request the California Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the Arbitrator. The order of striking shall be determined by lot.

C. The fees and expenses of the Arbitrator and the hearing shall be borne equally by the District and the Association. All other expenses shall be borne by the parties incurring them. Unless the parties mutually agree to share the expenses, the cost of the services and expenses of the court reporter shall be paid by the party requesting same.

D. The Arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues that were submitted to arbitration. If the parties cannot agree upon a submission agreement, the Arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each level. If either party raises an issue of arbitrability, such party raising the issue may request, by written notice to the other party 48 hours in advance of the hearing, a separate hearing on the issue arbitrability. Such decision may, upon agreement of the parties, consist of a decision without written opinion. No hearing on the merits of the case will be conducted until the issue of arbitrability has been decided. The Arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement. After a hearing and after both parties have had an opportunity to make arguments, the Arbitrator shall submit in writing, as soon as possible to all parties, the finding of facts and/or an award. The award may be given without written arguments or written opinion if both parties agree. The decision of the Arbitrator, within the limits prescribed, shall be final and binding upon the parties to the dispute.

13.4 Representation

13.4.1 Any unit member may at any time present grievances to the District and have such grievances adjusted without the intervention of the Association, as long as the adjustment is reached prior to arbitration and the adjustment is not inconsistent with the terms of this Agreement -- provided that the District shall not agree to the resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response. Upon request of the grievant and the concurrence of the Association, the grievant may be represented at any stage of the grievance procedure by a representative of the Association.

13.4.2 The Association will exclusively receive time off from duties for the processing of grievances under Article 13 herein for unit members who are designated as Association representatives. The Association will identify grievance representatives to the Superintendent no later than November 1st of each year.

ARTICLE 14 - INTERMEDIATE DISCIPLINE

14.1 The District retains the right to discipline unit members for just cause. A course of progressive discipline shall include verbal warnings, written warnings, letters of reprimand, Disciplinary Notice without suspension, or suspension with pay. 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. 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.

14.1.1 The District shall, concurrently with notification to the unit member of any contemplated disciplinary action, also notify the unit member of their right to Association representation and their right to appeal said action by filing a grievance as provided in Article 13 of this Agreement. The notice shall contain a specific statement of the act(s) or infraction(s) upon which the disciplinary action is based, the proposed disciplinary action to be taken by the District, and a statement of the rules, regulations, policies, directives, or statutes that the unit member is alleged to have violated. A unit member shall not be disciplined for any violation of rules, regulations, policies, directives, or statutes of which the employee has not been apprised. The District shall keep all information or proceedings regarding any such actual or proposed disciplinary action confidential.

14.1.2 Suspensions may be without pay, but shall not reduce or deprive the unit member of health and welfare benefits.

14.1.3 This Article shall not reduce the rights of permanent bargaining unit members contained in Education Code sections 44932 and 44944 nor shall it limit the District's right to discipline unit members under the Education Code.

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

14.3 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.

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 15 - SAVINGS AND SEPARABILITY

15.1 In the event any provisions of this Agreement are held to be contrary to the law by a court of competent jurisdiction inclusive of appeals, if any, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue and remain in full force and effect.

15.2 In the event such provisions are invalidated as described above, the parties shall, upon request, meet no later than fifteen working days after such request to discuss the impact of such a holding and to negotiate possible alternative provisions.

14.3 Any individual contract between the Board and an individual unit member shall be subject to and consistent with the provisions of this Agreement which shall prevail over any conflicting provision(s) of such individual contract.

ARTICLE 16 - ANTI-DISCRIMINATION POLICY

16.1 Neither the District nor the Association shall discriminate unlawfully against any unit member on the basis of race, color, religion, creed, ancestry, national origin, gender (including sexual harassment and pregnancy), age (over 40), marital status, medical condition, mental or physical disability or sexual orientation. Both the District and the Association express strong disapproval of any unlawful discriminatory or harassing conduct on the part of any unit member.

16.2 The District encourages unit members to report complaints of discrimination of harassment without fear of retaliation. Unit members wishing to complain about discrimination or harassment should contact their immediate supervisor. If they are dissatisfied with the action taken by their immediate supervisor, or if their supervisor is the discriminating or harassing individual, unit members should contact the following person:

Assistant Superintendent, Human Resources
Redondo Beach Unified School District
1401 Inglewood Avenue
Redondo Beach, CA 90278

Complaints of sexual harassment must be processed through the specifically applicable board policy.

ARTICLE 17 - NOTICES

17.1 All notices required by this Agreement shall be transmitted to the parties as follows:

17.1.1 **For the Association:** Executive Director, Redondo Beach Teachers Association, 3551 Voyager Street #105, Torrance, California 90503; and/or

17.1.2 **For the District:** Superintendent, Redondo Beach Unified School District, 1401 Inglewood Avenue, Redondo Beach, California 90278.

17.1.3 As soon as possible following the compilation of the Agreement by the parties, the District shall provide the Association a sufficient number of copies of the Agreement to distribute to all unit members.

ARTICLE 18 - SUMMER SCHOOL

18.1 Summer school teachers shall be selected first from the ranks of the regular full-time teaching staff of the Redondo Beach Unified School District. Based upon the needs of the instructional program, the District retains the right to determine qualifications of employees subject to the following criteria:

(1) Credential Authorization
(2) Currently teaching in the level/subject area
(3) Skill/Competence
(4) Current Status, in the following priority order
    (a) Permanent
    (b) Probationary
    (c) Temporary
    (d) Substitute

18.2 The above criteria being equal, the applicant having had a summer school assignment **least** recently will be chosen.

18.3 Teachers will be retained during the summer session as long as student attendance justifies continuance of the class being taught.

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

18.5 Unit members may use two (2) days of accumulated sick leave at their discretion during summer school. Unit members splitting a summer school assignment may use one (1) day each of accumulated sick leave at their discretion. No paid leave days are available the work day before and/or the work day following a holiday.

18.6 For any summer school assignment in which the unit member has perfect attendance, the unit member shall earn one day of accumulated sick leave.

ARTICLE 19 – SPECIAL EDUCATION

19.1 Professional development activities specific to Special Education will be available to teachers each school year.

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.

REDONDO BEACH UNIFIED SCHOOL DISTRICT

CERTIFICATED STIPEND TABLE

1.0% Effective 7/1/17, 185 days	2017-18 Effective 7/1/17		Board Approved		10/24/2017
Description	**Rate**	**Group/Step**	**Annual Basis**	**Stipend**	**Payment Frequency**
Academics					
Class Size - 1 student over 35				400.00	Per semester
Class Size - 2 students over 35				1,000.00	Per semester
Class Size - 3 students over 35				1,800.00	Per semester
Class Size - 4 students over 35				2,800.00	Per semester
Class Size - Only class offered				50.00	Per student/per semester
Coach - Academic Decathlon HS	4.0%	Group III, Step 5	63,890.00	1,278.00	Per semester
Coach - Robotics HS	4.0%	Group III, Step 5	63,890.00	1,278.00	Per semester
Coach - Science Olympiad HS	1.0%	Group III, Step 5	63,890.00	639.20	Per year
Coach - Math Olympiad MS	1.0%	Group III, Step 5	63,890.00	639.20	Per year
Coach - Model U.N.	1.0%	Group III, Step 5	63,890.00	639.20	Per year
Coach - Mock Trial HS	1.0%	Group III, Step 5	63,890.00	639.20	Per year
Combination class - Elementary	3.0%	Group III, Step 5	63,890.00	192.00	Per month
Coordinator - AVID	5.0%	Group III, Step 5	63,890.00	1,597.60	Per semester
Coordinator - LINK Crew	2.0%	Group III, Step 5	63,890.00	639.20	Per semester
Coordinator Assist - LINK Crew	1.0%	Group III, Step 5	63,890.00	319.60	Per semester
Coordinator - WEB	2.0%	Group III, Step 5	63,890.00	639.20	Per semester
Coordinator Asst. - WEB	1.0%	Group III, Step 5	63,890.00	319.60	Per semester
Coordinator - HS Graduation	1.0%	Group III, Step 5	63,890.00	639.20	Per year
Coordinator - Libraries				660.00	Per year
Curriculum and Other Hourly Work				40.00	Per hour
Department Chairpersons - 55+ Periods	5.0%	Group III, Step 5	63,890.00	319.60	Per month
Department Chairpersons - 31-54 Periods	4.0%	Group III, Step 5	63,890.00	255.60	Per month
Department Chairpersons - 1-30 Periods	3.0%	Group III, Step 5	63,890.00	192.00	Per month
Overnight Program 1-2 nights				250.00	Per program
Overnight Program 3+ nights				350.00	Per program
Site Specialist EL - (1-24 ELL students)				450.00	Per year
Site Specialist EL - (25-49 ELL students)				960.00	Per year
Site Specialist EL - (50-75 ELL students)				1,280.00	Per year
Site Specialist EL - (76-100 ELL students)				1,600.00	Per year
Site Specialist EL - (100+ ELL students)				1,920.00	Per year
Site Specialist GATE				800.00	Per year
Teacher-in-charge	3.0%	Group III, Step 5	63,890.00	192.00	Per month
Teacher - Advanced Placement				75.00	Per semester per class
Teacher - Lead Instructional Technology			1,500.00	150.00	Per month
Teacher - Summer School	Effective 7/1/14			45.00	Per hour
Activities					
Advisor - News-Media HS	6.0%	Group III, Step 5	63,890.00	1,916.70	Per semester
Advisor - News-Media MS	2.0%	Group III, Step 5	63,890.00	638.90	Per semester
Advisor-Yearbook HS	6.0%	Group III, Step 5	63,890.00	1,916.70	Per semester
Advisor-Yearbook MS	2.0%	Group III, Step 5	63,890.00	638.90	Per semester
Coordinator - Varsity Cheer HS	6.5%	Group III, Step 5	63,890.00	2,076.43	Per semester
Coordinator - Junior Varsity Cheer HS	5.5%	Group III, Step 5	63,890.00	1,756.98	Per semester
Counselor - HS Supervision	8.0%	Group III, Step 5	63,890.00	2,555.60	Per semester
Director - Activities HS	8.0%	Group III, Step 5	63,890.00	2,555.60	Per semester
Director - Activities MS	5.0%	Group III, Step 5	63,890.00	1,597.25	Per semester
Athletics					
Coach-Head Coach HS (5 or more assistants)	7.5%	Group III, Step 5	63,890.00	4,791.75	Per season
Coach-Head Coach HS (4 or fewer assistants)	6.5%	Group III, Step 5	63,890.00	4,152.85	Per season

REDONDO BEACH UNIFIED SCHOOL DISTRICT					
CERTIFICATED STIPEND TABLE					
1.0% Effective 7/1/17, 185 days	2017-18		Board Approved		10/24/2017
	Effective 7/1/17				
Description	Rate	Group/Step	Annual Basis	Stipend	Payment Frequency
Coach-Assistant Coach HS	5.5%	Group III, Step 5	63,890.00	3,513.95	Per season
Coaching Aide-HS				1,250.00	Per season
Coach -Head Coach HS CIF supplement				150.00	Per season
Coach-Assistant Coach HS CIF supplement				100.00	Per season
Coach - Intramural Sports MS	1.25%	Group III, Step 5	63,890.00	798.63	Per season
Coordinator - Intramural Sports MS	1.5%	Group III, Step 5	63,890.00	958.35	Per season
Director - Athletics HS	8.0%	Group III, Step 5	63,890.00	2,555.60	Per semester
Performing Arts					
Director - Band HS	7.0%	Group III, Step 5	63,890.00	2,236.15	Per semester
Director - Band MS	6.5%	Group III, Step 5	63,890.00	2,076.43	Per semester
Director - Choir HS & MS	3.0%	Group III, Step 5	63,890.00	958.35	Per semester
Director - Choreography HS	2.5%	Group III, Step 5	63,890.00	798.63	Per semester
Director - Dance Guard HS	6.5%	Group III, Step 5	63,890.00	2,076.43	Per semester
Director - Musical Theatre Production HS	2.5%	Group III, Step 5	63,890.00	798.63	Per semester
Director - Theatre Arts HS	6.5%	Group III, Step 5	63,890.00	2,076.43	Per semester
Director - Theatre Arts MS	3.0%	Group III, Step 5	63,890.00	958.35	Per semester
Director - Band HS summer supplement	1.0%	Group III, Step 5	63,890.00	638.90	Summer
Director - Dance Guard summer supplement	1.0%	Group III, Step 5	63,890.00	638.90	Summer
Miscellaneous					
Service/Classroom Relocation				120.00	Per day
Secondary schools/period substitution	Per period or compensatory time off			40.00	Per period
Temporary Disbursement of students in absence of substitute (Elementary)	See Article 4.8 Period Substitution				
Positions Not Negotiated					
BTSA Support Providers	Per beginning teacher (maximum case load=2)				Per year
Honorarium for Master Teachers (Supervisors of Stu	Determined by Individual University				
PAR Consulting Teacher			1,500.00	375.00	Quarterly
PAR Panel Members	Determined Annually per MOU				
* Class Size Stipends refer to Article 6.1.1					