July 1, 2025 - June 30, 2028

COLLECTIVE BARGAINING AGREEMENT

between

REDLANDS UNIFIED SCHOOL DISTRICT

and

REDLANDS TEACHERS ASSOCIATION/CTA/NEA

Board Approved: April 14, 2026

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AGREEMENT ADDENDUM

between the

BOARD OF EDUCATION

of the

REDLANDS UNIFIED SCHOOL DISTRICT

and the

REDLANDS TEACHERS ASSOCIATION/CTA/NEA

The following agreement has been reached by designated representatives of the Board of Education and the Redlands Teachers Association/CTA/NEA ("RTA") in accordance with the California Education Employment Relations Act and will be in effect from July 1, 2025, through June 30, 2028.

Lisa Nakamura-Bruich
Representative
Board of Education

04/14/2026
Date

Stephen Caperton
Representative
RTA

4/14/26
Date

Approved by the Board of Education:

Michele N. Rendler
Michele Rendler
President
Board of Education

4/14/26
Date

Approved by RTA:

Stephen Caperton
President
RTA

4/14/26
Date

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ARTICLE 1
AGREEMENT

1.1 Parties to Agreement

The Articles and provisions contained within this Agreement constitute a bilateral and binding agreement ("Agreement") by and between the Board of Education of the Redlands Unified School District ("Board") and the Redlands Teachers' Association/CTA/NEA ("Association"), an employee organization.

1.2 According to "Law"

This Agreement and its terms and provisions is entered into pursuant to Chapter 10.7, sections 3540-3549 of the California Government Code ("Act"), and shall be deemed to be in conformance with applicable law.

1.3 Duration of Agreement

This Agreement shall be effective from July 1, 2025, to June 30, 2028, unless another effective date is specified for particular provisions thereof.

1.3.1 Any administrative process or grievance which has been initiated prior to the effective date of this Agreement shall be processed and adjusted in accordance with the terms of the prior Agreement.

1.3.2 Any administrative process or grievance which has been initiated after the ratification date of this Agreement, but is based on incidents occurring prior to the ratification date of this Agreement, shall be adjusted in accordance with the terms of the previous Agreement and procedures of this Agreement.

1.3.3 Any administrative process or grievance initiated after the ratification date of this Agreement based on incidents occurring after the ratification date of this Agreement will be adjusted and processed in accordance with the terms of this Agreement.

1.4 Reopeners

This Agreement shall be reopened twice during its term for the purpose of renegotiation for the school years 2026-2027 and 2027-2028. During the 2026-2027 and 2027-2028 school years, only Articles Six, Seven, and Appendices A-1 through A-6, plus two (2) additional articles, each at the individual option of the respective parties, shall be reopened.

1.5 Retroactivity

Any retroactivity (application of terms of this Agreement which antedates ratification by the Board of Education) shall be applied only to those unit members who were employees on paid duty status at the time of ratification by the Board of Education. Only the following specific exceptions will be made to the above language: retirees from the same year, employees on Family Care and Medical Leave, employees on Parental Leave who worked any part of the year, or any other employee as authorized by the Superintendent.

ARTICLE 2
RECOGNITION AND DEFINITION OF UNIT

2.1 Positions Included
The Board recognizes the Association as the Exclusive Representative of regular full-time and part-time certificated employees of the District, excluding positions described in 2.2 below, and including, but not limited to, the following:

2.1.1 Classroom teachers, including teachers on temporary contracts;

2.1.2 Librarians;

2.1.3* Counselors, Academic Case Carriers;

2.1.4 Speech Therapists;

2.1.5* Psychologists;

2.1.6* School Nurse;

2.1.7* Full-Time Teacher on Assignment – District;

2.1.8 Full-Time Teacher on Assignment – Site;

2.1.9* School Site Coordinators;

2.1.10 Summer School Teachers;

2.1.11 Adult Education Teachers;

2.1.12* District Librarian;

2.1.13 Home Teachers;

2.1.14 Certificated R.I.S.E./eAcademy;

2.1.15* Consulting Teachers;

2.1.16* Program Specialist – Site;

2.1.17* Program Specialist – District.

2.2 Positions Excluded
Positions specifically excluded from the bargaining unit include the following:

2.2.1 Certificated and classified management positions;

2.2.2 Substitute teachers as defined herein.

**Non-teaching eight (8) hour per day assignments*

ARTICLE 3
DEFINITIONS

Unless otherwise defined within this Agreement, the following definitions of terms shall prevail:

3.1 "Act" means Chapter 10.7, sections 3540 through 3549.3 of Division 4 of Title 1 of the Government Code of the State of California.

3.2 "Agreement" means all provisions of this document.

3.3 "Authorized and/or Designated Representative of the Association" means a member of the unit specified by the Association who is empowered to act for the Association in matters specified in this Agreement.

3.4 "Board" means the Board of Education of the Redlands Unified School District.

3.5 "Day" means any day on which the member of the unit is contractually required to render services to the employer.

3.6 "Employer" means the Redlands Unified School District, sometimes referred to as "District."

3.7 "Exclusive Representative and/or Association" means Redlands Teachers Association.

3.8 "Immediate Family" means the mother, father, grandmother, or grandfather of the employee or of the employee's spouse. Also included are the following relatives of the employee: spouse, son, son-in-law, daughter, daughter-in-law, grandchild, brother, brother-in-law, sister, sister-in-law, aunt, uncle, niece, nephew, or any person(s) living in the immediate household of the employee. Expansion of the definition of immediate family for other persons because of extenuating circumstances may be granted by the Superintendent or Superintendent's designee.

3.9 "Just Cause" means such cause as shall constitute good and sufficient reason to act. Such cause shall be established by legally sufficient evidence for the District to act in matters covered in section 11.5 of this Agreement. This standard will be applied in accordance with due process.

3.10 "Meeting and Negotiating" means a serious and honest effort on the part of both parties to reach agreement according to the provisions of the Act.

3.11 "Paid Leave of Absence" means that a unit member shall be entitled to receive wages and all fringe benefits, including, but not limited to, insurance and retirement benefits, and to receive credit for annual salary increments provided during the leave.

3.12 "PERB" means the California Public Employment Relations Board.

3.13 "Per Diem" or "Daily Rate of Pay" means the amount of salary derived by dividing the unit member's normal annual salary by the number of days in their classification's normal work year.

3.14 "School Day" means any day on which students are required to be in attendance for average daily attendance accounting purposes.

3.15 "Substitutes" means persons serving on assignments for uninterrupted periods of less than one (1) semester's duration for members of the unit on leave, or in an on-call status to replace absent regular employees on a day-to-day basis for any length of time within a school year.

3.16 "Superintendent" means the Superintendent of Schools of the Redlands Unified School District or the Superintendent's designee.

3.17 "Supervisor" means the first level Administrator having immediate jurisdiction over a unit member.

3.18 "Temporary Contract Unit Member" means any certificated employee serving on an assignment, for an uninterrupted period of one (1) semester or more, temporarily replacing a regularly employed unit member, or categorically funded teachers who are not permanent employees, provided that they were hired for the term of a specific categorical project or program and whose positions are to be eliminated at the expiration of the contract, project, or program for which they were hired. Nothing set forth herein shall preclude the District from classifying certificated employees as "temporary" as otherwise authorized by law.

3.19 "Unit Member" means any employee who is included in the certificated bargaining unit as defined in Article 2 and is, therefore, covered by the terms and provisions of this Agreement, except as otherwise provided herein, sometimes referred to as "Member."

3.20 "Standards Based Evaluation" – The evaluation process will be based on the California Standards for the Teaching Profession.

3.21 "Extra Period Assignments" – Extra period assignments are a class period assigned in the master schedule to a secondary teacher that exceeds the five (5) required periods of daily teaching for a term no less than one (1) semester.

3.22 "Industrial Accident/Illness" means an industrial accident or illness as used in this paragraph means any injury or illness whose cause arises out of or occurs during the course of the performance of services for the District.

ARTICLE 4
NEGOTIATIONS PROCEDURES

4.1 Negotiations – General

Not later than the day of the first Board of Education meeting in May of the calendar year in which the Agreement expires or reopeners are desired pursuant to section 1.4, unless mutually agreed otherwise, the process of meeting and negotiating will be initiated by the submission to the Board of the initial proposal of the Association. Meeting and negotiating shall not take place on any proposal until a sufficient time has elapsed after the submission of the proposal to enable the public to become informed and the public has the opportunity to express itself regarding the proposal at a meeting of the Board. After the public has had the opportunity to express itself, the Board shall, at a meeting which is open to the public, adopt its initial proposal. New subjects of meeting and negotiating arising after the presentation of initial proposals shall be made public within twenty-four (24) hours. If a vote is taken on such subject by the Board, the vote thereon by each member voting shall also be made public within twenty-four (24) hours. Such notice may be made in a manner consistent with PERB regulations and Board Policy.

4.2 Outside Consultants

The Exclusive Representative and the Employer may utilize the services of outside consultants to assist in negotiations and will be responsible for their respective consultants' fees and expenses, if any.

4.3 Discharge of Duties

The Board and the Association may discharge their respective duties by means of authorized officers, representatives, or committees.

4.4 Release Time – Negotiations

The Exclusive Representative shall be allowed no more than eighty (80) person days per contract year of release time for five (5) of its members for the purpose of attending locally scheduled sessions for negotiations. Such representatives of the Exclusive Representative shall be scheduled to participate during working hours in locally scheduled negotiating sessions and impasse procedures and shall suffer no loss in regular compensation. An extension of negotiation sessions beyond the normal employee workday shall be by mutual consent. In the event that the Association exceeds the eighty (80) person day allowance, the substitute costs for additional days shall be borne by the Association.

4.5 Access to Information

The Board and the Association shall, upon request, furnish each other with single copies of all budgetary and other information not prohibited by law relating to the negotiations and maintenance of the Collective Bargaining Agreement. This information shall be limited to documents which are normal work products of the respective parties. Maintenance of the Collective Bargaining Agreement shall be interpreted to mean contract implementation and grievance processing. Upon request for the above information the requesting party shall specify the reason(s) for such request. Normal work products shall be interpreted to mean such information as is prepared in the normal course of business.

4.6 Tentative Agreements

During negotiations, items tentatively agreed upon shall be reduced to writing and initialed by both parties.

4.7 Final Approval

After the Board and the Association reach tentative agreement on all matters being negotiated, the complete Agreement shall be submitted to the membership of the Association and to the Board respectively for final approval.

4.8 Impasse

If the Employer and Exclusive Representative are unable to reach agreement on all matters being negotiated and impasse has been determined to exist by PERB, impasse procedures prescribed by law may be invoked by either party. If mutually agreeable, the parties may, in an attempt to resolve their differences, continue to meet and negotiate during the implementation of the impasse procedure. The above shall in no way impair any duty to meet and negotiate as may be prescribed by law. Release time required for implementation of the impasse procedure shall not be deducted from the eighty (80) person days of release time provided in section 4.4 above.

4.9 Personnel Placement List

Not later than October 15, the Board shall furnish the Association with the placement of personnel on the respective salary schedule as of October 1.

4.10 Contract Language Clarification

The language of this Agreement shall be subject to clarification at any time by mutual consent of the parties. Any such language clarification shall be reduced to writing and signed by the Employer's Representative and the Exclusive Representative. Such clarifications shall thereafter be considered part of the Agreement.

ARTICLE 5
ASSOCIATION RIGHTS

5.1 Use of Facilities

The Association shall have the right to make use of school buildings, audio-visual equipment, office equipment, and duplicating equipment on site at reasonable hours for normal Association business provided such use is not disruptive of normal school operations. These rights shall not extend to the use of District supplies.

5.2 Bulletins, Bulletin Boards, Mailboxes and Mail Service

The Association shall have the right to post notices of activities and matters of Association concern on school and District Office bulletin boards in the space(s) provided for the Association by the school and District Office. At least one (1) space of 3' x 4' minimum size shall be designated by the administrator at each work site for the Association in an area frequented by members. The Association may, to the extent permitted by law, use the District mail service, employee mailboxes, District email, and District phones for communication to employees. The Association shall have the right to place announcements, of average length and unrelated to employee concerted activities, for publication in the regular faculty bulletins.

5.3 Visitation of Association Representatives

Authorized representatives of the Association shall be permitted to enter onto school property, with notification to the site administrator, to transact official Association business during time when such transaction does not conflict with the instructional program or impair the normal flow of business. The Association shall be given opportunity after the close of faculty meetings to present reports and announcements to the membership.

5.4 Release Time

5.4.1 Unpaid Leave of Absence

The Association may designate two (2) employees who are Association members to receive unpaid leaves of absence for Association business. Length of leaves, which shall be reasonably related to the required duration of the Association business, is subject to approval by the Board.

5.4.2 President's Release Time

The Board shall grant release time to the President of the Association in accordance with the provisions below:

5.4.2.1 During tenure of office the Association President shall be granted full release time to perform Association-related duties.

5.4.2.2 Upon expiration of the term(s) of office, the President will, if possible, be returned to their previous position, or otherwise be afforded first choice of any available teaching positions for which they are qualified.

5.4.3 Release Time for Additional Member

The Board shall grant release time to the Vice President of the Association or for one additional member of the Association's cabinet in accordance with the provisions below:

5.4.3.1 During tenure of office, the Association Vice President or one member of the Association's cabinet shall be granted full release time to perform Association-related duties.

5.4.3.2 The Association shall determine which member shall be granted the release time.

5.4.3.3 If the Association chooses to grant the release time to a person other than the duly elected Vice President of the Redlands Teachers Association, the release time shall only be granted upon mutual agreement of the parties.

5.4.3.4 When the released member's term expires or the Association deems no further release time is necessary, the member shall, if possible, be returned to their previous position, or otherwise be afforded first choice of any available teaching positions for which they are qualified.

5.4.4 Association Release Time

The Exclusive Representative shall be allowed without cost to the Association, up to thirty (30) person days of released time for purposes of conducting Association business. Such Association designated unit members shall suffer no loss in compensation. It shall be the responsibility of the Exclusive Representative to inform the District of its intention to exercise this provision at least twenty-four (24) hours in advance of a member's absence via the authorized form. It is the unit member's responsibility to request a substitute. Days of released time shall be taken as full days or at a minimum of two (2) hours a day for secondary and elementary sites.

5.5 Names and Assignments

Names and assignments of District members shall be provided without cost to the Association pursuant to Articles 5.10.3 and 5.10.4.

5.6 Association Representative Communications

Designated representatives of the Association shall be allowed to receive telephone calls and other communications concerning Association business during school hours. Such communication shall not be in conflict with the instructional program or impair the normal flow of business except in cases of emergency.

5.7 Professional Dues and Payroll Deduction

5.7.1 Authorization

Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Association an assignment authorizing deduction of unified membership dues, initiation fees, and general assessments of the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary warrant of the employee each month for ten (10) months. Deductions for employees who sign such authorization after the commencement of the school year shall be prorated appropriately to complete payments by the end of the school year. The District shall not be obligated to put into effect any new or changed deduction until the pay period which commences thirty (30) days or more after such submission.

5.7.2 Organizational Security

The Association shall, indemnify, defend, and hold harmless the District, members of the District's Board of Education and employees, agents, and representatives of the District from any and all claims, demands, suits or other forms of liability, including, but not limited to, wages, damages, judgments, fees, fines, court costs and attorney's fees, which may arise by reason of, or result from the operation of, section 5.8 of this Agreement. The District shall notify the Association within a reasonable period of time of any and all such claims, demands, suits or other forms of liability. The Association shall bear all costs of defending against any and all such claims, demands, suits, or other forms of liability, including, but not limited to court cost, attorneys' fees, and all other costs of litigation.

5.7.3 Deduction Procedures

With respect to all sums deducted by the District pursuant to authorization of the employee for membership dues, the Board agrees to remit monthly such monies to the Redlands Teachers Association accompanied by an alphabetical list of employees for whom such deductions have been made.

5.7.4 RTA Assistance

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

5.7.5 Allowable Deductions

Upon appropriate written authorization from the employee, the District shall deduct from their salary and make appropriate remittance for jointly approved payroll deduction plans.

5.8 CBA Production and Cost

Within sixty (60) calendar days after the ratification of this Agreement, the District will post a copy of the comprehensive Agreement on the District's website. New employees shall be informed that the Agreement is available on the District's website. Upon request, the District will provide the Association with up to sixty (60) copies per year.

5.9 Consultation

The District shall consult with the Association upon request, on the definition of educational objectives, the determination of the content of courses and curriculum and the selection of textbooks. Agendas in advance of the meetings of committees treating these topics as well as post-meeting minutes shall be forwarded to the president of the Association.

5.10 Employee Orientations

5.10.1 The District shall hold a minimum of one (1) new employee orientation each contract year, and other orientations as necessary. The District shall consult the Association on the scheduling of the orientation meetings. All new employees shall attend the next orientation held after their date of hire. The District shall provide written notice of the date, time, and location of all bargaining unit member orientation meetings by electronic mail to the Association President no later than thirty days (30) days in advance of any orientation meeting(s).

5.10.2 The Association shall be provided sixty (60) minutes of uninterrupted time to communicate with bargaining unit members at the new bargaining unit member

orientation meeting(s). Such time will not be provided at the end of a meeting day unless the Association requests to be placed at the end of the agenda. All administrators will be excused during Association time. The Association will have access to District audiovisual equipment for Association presentations. The Association shall have District-paid release time to attend and participate in the annual new bargaining unit member orientation meetings for the President and up to three (3) bargaining unit members, selected by the Association.

5.10.3 The following information for each newly hired bargaining unit member shall be provided to the Association President in digital spreadsheet format no later than thirty (30) days after the date of hire:

1. Name
2. *Home Address
3. Phone Numbers – work, *home and *cellular
4. *Personal (non-District) Email Address
5. Work Site
6. Date of Hire
7. Full time Equivalent (FTE) status
8. Employment Status (i.e., Probationary, Permanent, Temporary, etc.)

5.10.4 In addition, three (3) times during the contracted school year, by September 15, January 15, and April 15, the District shall provide to the Association President the following information in digital spreadsheet format for all bargaining unit members:

1. Name
2. *Home Address
3. Phone Numbers – work, *home and *cellular
4. *Personal (non-District) Email Address
5. Work Site
6. Date of Hire
7. Full time Equivalent (FTE) status
8. Employment Status (i.e., Probationary, Permanent, Temporary, etc.)

* Pursuant to Government Code section 6254.3 (c) or as otherwise provided by law, the District is not obligated to provide this information for employees who have submitted written request prohibiting the disclosure of their home address, home telephone number, personal cellular telephone number, or personal email address, or who have not provided the District with such information.

5.11 Association Rights at Board Meetings

Upon request to the Superintendent's Office within one (1) day of the Board meeting, the District shall reserve a seat for the President and Vice President at each open session of a Board meeting and shall be granted immediate access.

ARTICLE 6
SALARIES

6.1 Salary Schedules
The salary schedule(s) of all unit members are set forth in Appendix A, attached. The certificated hourly salary schedule (A-2), (A-4), and (A-5) shall be increased annually at the same rate as the basic certificated salary schedule (A-1).

6.1.1 Salary for JROTC instructors shall comply with federal regulations on minimum instructor pay.

6.1.2 Semester-long extra period teaching assignments will be paid at one-sixth (1/6) of the teacher's base rate. Leave deductions for an extra period assignment will not exceed the employee's base hours of employment (as defined in Article 2).

6.2 Salary for Days Beyond Established Work Year
All unit members who, at the request of the District, serve other than the required number of workdays as set forth in Appendix A-1 for their job classification, shall receive their per diem salary for each day worked.

6.3 Minimum Salary for One (1) Semester
Notwithstanding Article 6.2 above, contract unit members who serve for one (1) full semester shall receive no less than one-half (1/2) the annual salary for their positions.

6.4 Classification Requirements

CLASS B - Bachelor's Degree or regular teaching credential or Bachelor's Degree and fifteen (15) semester units of upper division or graduate work taken subsequent to the Bachelor's Degree.*

CLASS C - Bachelor's Degree and thirty (30) semester units of upper division or graduate work taken subsequent to the Bachelor's Degree or Master's Degree.

CLASS D - Bachelor's Degree and forty-five (45) semester units of upper division or graduate work taken subsequent to the Bachelor's Degree or Master's Degree and fifteen (15) semester units of upper division or graduate work taken subsequent to Master's Degree.

CLASS E - Bachelor's Degree and sixty (60) semester units of upper division or graduate work taken subsequent to Bachelor's degree; or Master's Degree and thirty (30) semester units of upper division or graduate work taken subsequent to Master's Degree; or Doctorate.

CLASS F - Master's Degree or Doctorate and eighty (80) semester units of upper division or graduate work taken subsequent to the Bachelor's Degree or Master's Degree and fifty (50) semester units of upper division or graduate work taken subsequent to Master's Degree.

DOCTORATE - A stipend equal to three and one-half percent (3.5%) of step placement for the doctorate from an accredited institution** will be granted. No such stipend will be awarded for doctorates awarded based upon work experience or correspondence courses, etc. Prior approval will be required to qualify for this stipend. Approval shall

be granted for doctorates in the field of education or bearing a substantial relationship to the unit member's assignment. Doctorates already acquired or in progress at the time of ratification of this document shall be approved.

* Effective 7/1/2000, Post Baccalaureate units clearly marked on the transcript will be counted for salary schedule placement. This provision shall only affect unit members with effective dates of July 1, 2000, or thereafter. It shall in no way affect the salary of any other unit members hired prior to that date.

** Accredited institution for the purpose of this entire Article shall be defined as any institution accredited by an agency accepted by the Commission on Teacher Credentialing and listed in Accredited Institutions of Postsecondary Education: Programs, Candidates. Unit members are encouraged to verify the accreditation of their institution of choice in the Human Resources Division office.

6.5 Classification by Professional Preparation

6.5.1 Column Movement
For purpose of column movement in salary placement only, those semester units shall be counted which were taken in or through an accredited institution of higher learning beyond completion of the Bachelor's Degree requirements, which are of upper division or graduate credit.

6.5.2 Lower Division Courses
Lower division courses that are taken from an accredited institution of higher learning, subsequent to the Bachelor's Degree, may only receive credit in the following manner:

6.5.2.1 The unit member makes written request to the Superintendent/Designee prior to registering for lower division courses.

6.5.2.2 The Superintendent/Designee will forward the request to the Academic Credit Review Committee.

6.5.2.2.1 This Academic Credit Review Committee shall be composed of six (6) members, three (3) designated by the Association and three (3) designated by the Superintendent. The function of this committee is to review requests for lower division credit for the purpose of salary placement and to forward its recommendations to the Superintendent who shall submit the same to the Board. Lower division credit requests must be submitted to the committee in writing, and the committee shall determine if the course is needed to improve the employee's technique in a specific area before making an affirmative recommendation to the Superintendent.

6.6 Credit for Teaching and Step Placement
Effective July 1, 2026, unit members are allowed year-for-year credit for regular public school experience for which a valid public school credential (K-12) was held and

required, and which occurred during the preceding fifteen (15) years, up to a maximum of ten (10) years (Step 11). This provision shall only affect unit members with effective hire dates of July 1, 2026, or thereafter. It shall in no way affect the salary of any other unit members hired prior to that date. Service as a substitute, home teacher, RISE teacher, or adult school teacher with Redlands Unified School District shall be included for computing the maximum ten (10) years for initial placement. Each five (5) hours of home teaching or adult school teaching shall be counted as one (1) day. One (1) year's credit shall be granted for each accumulated one hundred thirty-five (135) days of adult school or home teaching. One (1) year's credit shall be granted for each school year within which the employee substituted for one hundred thirty-five (135) days or more. After initial credit for experience is given, a member of the unit may not advance more than one (1) step for experience in any one (1) year. Unit members granted leave of absence to work in the Peace Corps shall have such service credited as experience on the unit's salary schedule. Unit members may not receive more than one (1) year's credit for any one (1) year of experience.

Members of the unit who are employed for seventy-five percent (75%) of the teaching days shall have that year count as a year of experience for salary purposes. Unit members who are hired subsequent to the date of seventy-five percent (75%) of the teaching days in a school year and who have been in continuous contract service that same year shall suffer no loss of experience credit if the total days of combined service equal at least seventy-five percent (75%) of the contract teaching days.

6.7 Anniversary Increments

Anniversary Increments shall be provided at the beginning of the 17th, 20th, 23rd, and 26th steps for each salary column classification.

Anniversary increments shall be increased annually at the same rate as the basic certificated salary schedule (A-1).

For unit members hired prior to July 1, 2020, and after June 30, 2026, credit for service toward anniversary increments includes all service credit that has been allowed, including up to ten (10) years out-of-district service credited upon entry into the District (Appendix A-1). For unit members hired between July 1, 2020, and June 30, 2026, credit for service toward anniversary increments includes all service credit that has been allowed, including up to three (3) years out-of-district service credited upon entry into the District (Appendix A-1).

6.8 Difficult to Fill Positions

Notwithstanding the provisions set forth in Articles 6.6 and 6.7 above, the positions listed in Appendix B shall be granted year-for-year credit for initial salary placement for regular public school experience for which a valid public school credential (K-12) was held and required, and which occurred during the preceding fifteen (15) years, up to a maximum of ten (10) years (Step 11).

6.9 Changes in Salary Schedule Position

6.9.1 First Semester

Adjustments in salary schedule positions will be made effective the first day of paid service of the employee, provided: (1) academic work is completed prior to the opening day of school; (2) verification of work completed is received in the Human Resources Office on or before the last day of the first semester. Adjustment in salary schedule position will be made for academic work

completed after the first day of work and will be effective the first day of the month following completion of the course provided verification is received in the Human Resources Office on or before the last day of the first semester.

6.9.2 Second Semester
Adjustments in salary schedule position will be made effective the first day of the second semester, provided: (1) academic work is completed prior to the first day of the second semester; (2) verification of work completed is received in the Human Resources Office on or before the last day of the second semester. Adjustment in salary schedule position will be made for academic work completed after the opening day of the second semester and will be effective the first day of the month following completion of the course provided verification is received by the Human Resources Office on or before the last day of the second semester.

6.10 Verification of Units
Units are to be verified by official transcript or official credit certificate from an accredited institution of higher learning only. An official seal or stamp is required to make said document official. No more than one (1) transcript shall be required by the District for a column movement unless more than one (1) institution is involved in the credit verification. Continuing education units are not counted as credits for column advancement.

6.11 Unit Conversion
Quarter units are converted to semester units by multiplying the quarter units by two-thirds (2/3) or sixty-seven hundredths (0.67). The District shall provide unit members a statement of the number of units on file for them as soon as practicable after their request.

6.12 Status of Job Classifications

6.12.1 Change in Existing Classifications
If there is any substantial change in the duties of any existing job classification within the bargaining unit, the Board will negotiate with the Association regarding possible modification in the salary for such position, and any such modification will become effective the first day that the change in duties becomes effective.

6.12.2 New Classifications
If a new job classification is established appropriate for inclusion within the bargaining unit, the Board will negotiate with the Association over the appropriate salary for that classification. If possible, said negotiations shall take place prior to the filling of the position. The salary subsequently agreed upon shall be retroactive to the first day the position was filled.

6.13 Temporary Contract Members
The provisions of this Article applicable to regular contract unit members shall also apply to temporary contract unit members.

6.14 Salary Warrants
Members shall be permitted to receive salary warrants in one (1) of the following ways: electronically transferred to bank or via U.S. Mail.

6.14.1 All unit members shall be paid on the District twelve (12)-month pay plan.

6.15 Initial Step Placement for Speech Therapists and Speech Language Pathologists/Specialists
In addition to the provisions of Article 6 above, effective July 1, 2013, Speech Therapists/Pathologists/Specialists shall be granted up to fifteen (15) years' salary schedule credit as follows: one (1) year credit for at least seventy-five percent (75%) of a full year of previous full time experience within the last sixteen (16) years as a Language Speech and Hearing Specialist serving in a public school district, or as a licensed Speech Therapist/Pathologist in a hospital/clinic. In no case, however, will previous experience be credited unless the Speech Therapist/Pathologist/Specialist held a bachelor's degree or higher in Speech Services at the time.

ARTICLE 7
EMPLOYEE HEALTH AND WELFARE BENEFITS

7.1 Coverage

The District shall offer each unit member and the member's dependents the health and welfare benefits as provided hereinafter. While on an unpaid leave of absence, a unit member may participate at their own expense in any of the health and welfare benefits available to unit members. Unit members on a part-time assignment may participate in the health and welfare benefit plans (Articles 7.3 – 7.7) in accordance with the provisions of Article 7.2 of this Agreement. Such participation shall be contingent upon the requirements and limitations of the carriers.

7.2 Part-Time Unit Members

A part-time unit member shall be offered the same health and welfare benefits as a full-time member only if the part-time member pays the District in advance on a monthly basis the difference between the member's pro-rata share and the District's share of the costs of the health and welfare benefits. Part-time members who do not pay the District as described above shall receive neither the benefits nor compensation in lieu of the benefits.

7.3 Health Insurance

7.3.1 Benefits Provided

The District shall offer all unit members and their dependents with a health insurance plan. Benefits and coverage will be determined by the Insurance Committee and will include:

7.3.1.1 The District shall offer all unit members with medical benefits, in compliance with the Affordable Care Act or other applicable laws, as determined by the Insurance Committee.

7.3.1.2 Prescription coverage as determined by the Insurance Committee.

7.3.1.3 Maternity coverage as determined by the Insurance Committee.

7.3.1.4 Behavioral Health Services as determined by the Insurance Committee.

7.3.1.5 Chiropractic services as determined by the Insurance Committee.

7.3.2 Extended Benefits

Unit members who are absent on account of illness and who have exhausted their accumulated paid sick leave shall continue to receive full health insurance coverage as provided in Article 7.3.1 and Article 7.14 for the period of that illness following exhaustion of accumulated sick leave, but not to exceed the one hundred (100) days of extended injury/illness.

7.4 Dental Insurance

A dental plan and orthodontia plan shall be offered by the District for all unit members and their dependents.

7.5 Life Insurance

The District shall offer all unit members a life insurance policy. (The policy changes to a decreasing term policy when the unit member reaches the age of sixty-five (65).) Such policy shall provide a financial benefit to beneficiaries upon death; accidental death and dismemberment insurance (AD&D) shall provide additional financial protection if the insured's death or dismemberment is due to a covered accident, whether it occurs at work or elsewhere. The District shall also offer, if available, optional employee-paid dependent coverage of no less than three thousand dollars ($3,000.00) or as determined by the insurance carrier.

7.6 Vision Plan

The District shall offer all unit members and their dependents a vision care plan as determined by the Insurance Committee.

7.7 Payroll Deductions

7.7.1 Unit members may participate in the salary protection plan of their choice with the Board providing payroll deduction for this purpose.

7.7.2 Unit members may participate in the tax sheltered annuity of their choice with the Board providing payroll deduction for this purpose.

7.7.3 Unit members may participate in a monthly payroll deduction for insurance plan products. Participation shall be voluntary, and all costs shall be paid by the unit member through payroll warrant deductions. This deduction is subject to agreement by the carrier to pay any reasonable expenses relating to the cost of processing.

7.8 Insurance Committee

No fewer than sixty (60) days prior to the policy renewal date, the Insurance Committee (comprised of management, certificated, and classified representatives) will begin meeting to review current benefit plan options with the opportunity to change benefit levels, co-pay levels, providers, and/or purchasing models with mutual agreement of all parties in the committee. At the direction of the Association Representative Council, any determinations of the Insurance Committee may be subject to ratification by the general membership of the Association.

7.9 Change in Carriers

Carriers may only be changed by the Insurance Committee.

7.10 Medical Examinations and Tests

7.10.1 The cost of the initial tuberculosis examination, required as a condition of employment, shall be borne by the unit member. Thereafter, examinations for tuberculosis, as legally required, shall be paid for by the District, provided the unit member uses a District-approved agency.

7.10.2 A physical or mental examination may be required of any unit member, at District expense, anytime the employer has good reason to require such an examination.

7.11 Duration of Benefits

Should a unit member's employment terminate, the member shall be entitled to continued coverage under the health, dental, and vision care plans in accordance with appropriate federal and state regulations in effect at the time.

7.12 Disability Retirement

Any unit member, plus their dependent(s), who receive the District-provided health insurance benefit (Article 7.3 and Article 7.14) will also receive said benefit as provided to current active employees after disability retirement. Disability retirees may continue to receive dental and vision benefits (Article 7.4 and Article 7.6) at their own cost in accordance with federal and state regulations in effect at the time. Unit members must have first met the following conditions:

7.12.1 Has been employed by the Redlands Unified School District with fifteen (15) or more years of service including five (5) years out-of-district allowable service credit.

7.12.2 Will be receiving monthly disability retirement benefits from the State Teachers Retirement System (STRS) or the California Public Employee Retirement System (PERS).

7.12.3 Was a full-time employee of the Redlands Unified School District for the five (5) years immediately preceding such retirement or was a full-time employee for not less than ten (10) years of the twelve (12) years immediately preceding retirement.

7.12.4 Coverage under the District-paid health insurance plan (section 7.3) will terminate when the retired employee reaches their sixty-fifth (65th) birthday or when they become eligible for full Medicare benefits.

7.12.5 Full-time unit members on disability retirement shall be entitled to such benefits provided the full-time member remits to the District, monthly in advance, the difference between District's contribution and the full cost of the premium, if applicable.

7.12.6 Part-time unit members on disability retirement shall be entitled to such benefits on a pro-rata basis provided the part-time member remits to the District, monthly in advance, the difference between the District's pro-rata contribution and the full cost of the premium.

7.13 Regular Retirement

Any unit member, plus their dependent(s), who receives the District-provided health insurance benefit (Article 7.3 and Article 7.14) will also receive said benefit as provided to current active employees after retirement. Retirees may continue to receive dental and vision benefits (Article 7.4 and Article 7.6) at their own cost in accordance with federal and state regulations in effect at the time. In order to qualify for these retirement benefits described in this article, unit members must have first met the following conditions:

7.13.1 Has attained the age of fifty-five (55) years with fifteen (15) or more years of service including out-of-the district allowable service credit as a certificated employee of the Redlands Unified School District.

7.13.2 Will be receiving monthly retirement benefits from the State Teachers Retirement System (STRS) or the California Public Employee Retirement System (PERS).

7.13.3 Was a full-time employee of the Redlands Unified School District for the five (5) years immediately preceding retirement or was a full-time employee for not less than ten (10) years of the twelve (12) years immediately preceding retirement.

7.13.4 Has submitted a letter of resignation for purposes of retirement to the District on or before March 15, or ninety (90) calendar days prior to the effective date of retirement, whichever is earlier. If good cause exists for the failure to comply with this time constraint, this requirement may be waived.

7.13.5 Coverage under the District-paid health insurance plan (Article 7.3) will terminate the first day of the month in which the retired employee reaches their sixty-fifth (65th) birthday, or when they become eligible for full Medicare benefits, whichever comes first.

7.13.6 Contingent upon agreement of the carrier, when a retired employee reaches their sixty-fifth (65th) birthday, or when they become eligible for full Medicare benefits, whichever comes first, the retired employee's spouse and dependents will be eligible to continue health benefits in accordance with state and federal regulations in affect at the time. The premium will be paid by the retired employee to the District.

7.13.7 Contingent upon agreement of the carrier, when a member dies while under contract, their spouse and dependents will be eligible to continue to be covered by the District health plan (Article 7.3) in accordance with state and federal regulations in affect at the time. The premium will be paid by the spouse of the deceased member to the District.

7.13.8 In the event that both spouses are retired employees of the District and the primary insured spouse pre-deceases the dependent spouse, the dependent spouse shall be until age sixty-five (65) entitled to the health insurance benefits the dependent spouse would have been entitled to under Article 7.13 – Regular Retirement at the time of their retirement, had they not received coverage through the primary insured spouse. This article does not apply to terms and conditions that fall under a Board Approved Early Retirement Program.

7.13.9 Full-time unit members on regular retirement shall be entitled to such benefits provided the full-time member remits to the District, monthly in advance, the difference between the District's contribution and the full cost of the premium, if applicable.

7.13.10 Part-time unit members on regular retirement shall be entitled to such benefits on a pro-rata basis provided the part-time member remits to the District, monthly in advance, the difference between the District's pro-rata contribution and the full cost of the premium.

7.14 Annual Health and Welfare Benefit Contribution

Each year the District will provide an annual contribution no less than the District's prior year's contribution toward each unit member's or retiree's Health and Welfare plan.

7.14.1 If the total Health and Welfare Plan premium decreases from the prior year's contribution, the Association will select the difference to be placed in an employee benefit reserve and/or applied to the salary schedule.

7.14.2 If the total Health and Welfare Plan premium increases above the prior year's District contribution, the following shall be implemented after agreement between the District and the Association on Total Compensation:

When Total Compensation has been increased, the Association reserves the right to apply any or all of the agreed upon Total Compensation increase to raise the District's annual contribution level to the Health and Welfare Benefits package. Should any increase to the District's contribution not result in a contribution equal to the total cost of the Health and Welfare Benefit premiums or should no funds from Total Compensation be used to raise the District's annual contribution level, the remaining excess costs of the Health and Welfare Benefit premium shall be borne by unit members through payroll deduction. Unit members retiring after June 30, 2009, shall also be required to cover any excess costs of their Health Benefit premium.

7.14.3 Should negotiation of Total Compensation not be completed by the beginning of the benefit year, the District shall cover increased premiums until October 1 of the benefit year at which time it may begin charging unit members through payroll deduction any premium costs in excess of the District's previous year's contribution until such time as negotiations are concluded. Unit members retiring after June 30, 2009, shall also be required to cover any increased costs of their Health Benefit premium until such time as negotiations are concluded. At the conclusion of negotiations, payroll deductions and retiree contributions shall be adjusted, if necessary, to be in compliance with the settlement.

7.14.4 Unit members married to other District employees that enroll in one District provided Health and Welfare Plan shall have a choice of the following options:

7.14.4.1 If plan selected has an employee contribution, the contribution will be borne by the District up to the District's maximum contribution.

7.14.4.2 If the plan selected has no employee contribution, they shall receive medical office co-pays and/or prescriptions reimbursement for expenses incurred during the school year, up to the amount of the highest available employee contribution. The employee shall provide receipts for reimbursement within thirty (30) days of the statement issue date. This benefit shall not accumulate from year-to-year.

7.14.4.3 Any difference between the highest available employee contribution and the actual contribution for the plan selected shall be provided as reimbursement for medical co-pays and/or prescriptions. The employee shall provide receipts for reimbursement within thirty (30) days of incurring the expense. This benefit shall not accumulate from year-to-year.

7.14.5 Unit members married to other District employees that enroll in separate District provided Health and Welfare Plans shall receive District contribution toward the second premium, not to exceed the amount of the highest available

employee contribution. The unit member will be responsible for bearing all costs in excess of the District's contribution for the second premium.

7.14.6 Savings within the health and welfare benefits plan due to member opt-outs and District married couples (Article 7.14.4) shall be paid to unit members as follows:

7.14.6.1 Savings for the plan shall be determined for the current school year by June 30.

7.14.6.2 These savings shall be divided equally among all unit members pro-rated for part-time and/or partial year, who complete the school year or retire during the school year.

7.14.6.3 Rebate shall be applied tenthly (10thly) to paychecks of employees who receive District Health and Welfare Benefits. Employees who choose to receive the rebate as a lump sum on their September 1 paycheck must submit the appropriate form to the District no later than August 15 of the applicable year.

7.15 Joint Powers Agreement Representative

The authorized representative of the Association shall have the right to attend meetings of the joint powers agreement for fringe benefits as an observer. The Association recognizes that this individual is not a member of the Board of Directors of the joint powers agreement and has no authority to act on behalf of the District. The release time shall be charged to the Association release time pursuant to Article 5 – Association Rights, Article 5.4.3 – Association Release Time and shall be requested pursuant to provisions in Article 22 – Notice.

ARTICLE 8
LEAVES

8.1 General
This Article contains the leave provisions of this Agreement. Such leave provisions shall be deemed to be in conformance with the Education Code.

8.2 Sick Leave
Every full-time employee shall be entitled to ten (10) days of paid sick leave per year. Unit members must enter their absence into the substitute management system no later than ninety (90) minutes prior to student contact time, except when extenuating circumstances exist. An employee covered by this Agreement working less than full-time shall be entitled to sick leave in the same ratio that their employment bears to full-time employment. One (1) day of sick leave for full-time unit members shall be computed on the basis of the unit members' workday as identified in Article 2.1.

8.2.1 Unused Sick Leave
Unused sick leave shall accrue from school year to school year.

8.2.2 Crediting Sick Leave
At the beginning of each school year, every employee shall receive a sick leave allotment credit equal to sick leave entitlement for the school year. An employee may use credited sick leave as provided by the Education Code provisions during the school year.

8.2.3 Summer School Employees
Summer school employees shall be entitled to one (1) day per month (eighteen [18] school days) or fraction thereof. Unused sick leave for such employees shall be added to their following regular academic year accrued sick leave. Regular academic year accrued sick leave may be used during summer school on an hour-for-hour basis. Such sick leave shall not be carried over into the summer for purpose of personal necessity.

8.2.4 Hourly Program Employees
Hourly employees shall accrue sick leave at the rate of one (1) hour for every twenty (20) hours of service.

8.2.5 Verification of Illness
The District shall require a physician's or licensed health care provider's verification of illness if any employee has utilized sick leave for more than five (5) consecutive days. The District reserves the right, for good cause, to require proof of illness for absences of five (5) days or less.

Subsequent to an absence, or for good cause, the District may require an employee to submit a statement from their physician or surgeon indicating the date, within thirty (30) days of their return to work, of authorized return to duty, and work restrictions, if any.

Verification of illness or injury may be required by the District if there is reason to suspect abuse of sick leave. The District may designate an appropriate medical authority for such verification. The cost of such medical verification shall be borne by the District. Periodic medical reports may be

required during an extended absence of a unit member. The unit member shall forfeit any pay for the duration of any unauthorized absence.

8.2.6 Statement of Entitlement
A written statement which shall include: (1) accrued sick leave total; and (2) sick leave entitlement for the school year, shall be made available to each employee through the District approved electronic tracking system.

8.2.7 Family Illness
Every full-time employee shall be entitled to use six (6) days of accrued sick leave per school year to attend to the illness of a child, parent, or spouse. An employee covered by this Agreement working less than full-time shall be entitled to family illness leave in the same ratio that their employment bears to full-time employment.

8.3 Catastrophic Sick Leave Bank

8.3.1 A bargaining unit member who suffers a catastrophic injury/illness that is expected to incapacitate the unit member for an extended period of time (more than ten [10] days), shall become eligible to use the Catastrophic Sick Leave Bank (Sick Leave Bank) subject to the restrictions and conditions outlined as follows:

8.3.1.1 The unit member to receive donated sick leave must have exhausted all fully paid leave and must be in a true catastrophic condition.

8.3.1.2 A unit member who has exhausted sick leave but still has a differential leave (Extended Illness Leave per Article 8.5) available is eligible for a withdrawal from the Sick Leave Bank. Use of the Sick Leave Bank benefit is allowable only as a supplement to such differential leave. The District shall pay the unit member full pay and the Sick Leave Bank shall be charged one-half (1/2).

8.3.1.3 The unit member must be a permanent, not probationary, employee.

8.3.2 Bargaining unit members shall be eligible to use the Sick Leave Bank to care for an immediate family member as defined in Article 3.8, who is living in the immediate household of the unit member and has suffered a catastrophic injury/illness, subject to the restrictions and conditions outlined as follows:

8.3.2.1 The unit member to received donated catastrophic sick leave must have exhausted all available fully paid leave and have an immediate family member, living in the immediate household, in a true catastrophic condition.

8.3.2.2 A unit member who has exhausted all available fully paid leave and is not eligible to use differential leave to care for the immediate family member shall be eligible for withdrawal from the Sick Leave Bank. The District shall pay the unit member full pay and the Bank shall be charged day-for-day (not to exceed fifty [50] days per Article 8.3.12).

8.3.2.3 The unit member must be a permanent, not probationary, employee.

8.3.3 The use of the Sick Leave Bank shall only be available to those eligible bargaining unit members who have made a donation of at least five (5) days to the Sick Leave Bank prior to their request, and have continued participation under section 8.3.5. For the purpose of this article only, "days" shall be defined as each individual employee's regular contract hours at the time of donation to or withdrawal from the Sick Leave Bank.

8.3.4 This donation shall be irrevocable. The unit member shall file an irrevocable "Certificated Sick Leave Bank Deposit Form" with the Human Resources Office. A donation to the Sick Leave Bank shall be a general donation and from prior years' accumulations, and shall not be donated to a specific unit member for their exclusive use.

8.3.5 There is no limit to the number of sick leave days a unit member may donate to the Sick Leave Bank, so long as the minimum number of accumulated sick leave days available in the unit member's account does not fall below ten (10) days or seventy-two and a half (72.5) hours.

8.3.6 An additional day of contribution will be required of participants if the number of days in the Sick Leave Bank falls below 300. Unit members who are drawing from the Sick Leave Bank at the time of the assessment will not be required to contribute to remain eligible to draw from the Sick Leave Bank. If a participant has ten (10) or less days of available sick leave at the time of the assessment, they need not contribute the additional day to remain a participant in the Sick Leave Bank.

8.3.7 Leave from the Sick Leave Bank may not be used for illness or disability which qualifies the unit member for Worker's Compensation benefits, unless they have exhausted all Worker's Compensation leave and their own sick leave.

8.3.8 When the unit member may reasonably be presumed to be eligible for disability retirement under STRS or, if applicable, Social Security, they may be requested to apply for such retirement. Failure of the unit member to submit a complete application, including medical information provided by the applicant's physician, within twenty (20) calendar days will disqualify the unit member from further Sick Leave Bank payments.

8.3.9 Bargaining unit members may donate earned sick leave at any time during their work year.

8.3.9.1 Bargaining unit members may donate earned sick leave at any time during their work year to a specified bargaining unit member for the purpose of the specified unit member joining the Sick Leave Bank due to a catastrophic illness. Bargaining unit members will be limited to donating a maximum of five (5) days in any school year for this purpose. Bargaining unit members contributing sick leave to other members pursuant to this provision must have ten (10) days of sick leave remaining after the contribution.

8.3.10 Bargaining unit members may join the Sick Leave Bank during the annual open enrollment period (October 1 to November 10). Unit members who elect not to join the Sick Leave Bank during the annual open enrollment period may join at any time; however, they shall have a waiting period of thirty (30) duty days after joining the Sick Leave Bank before becoming eligible to make a withdrawal from the Sick Leave Bank.

8.3.11 Cancellation of membership in the Sick Leave Bank occurs automatically whenever a unit member fails to make their assessment contribution under section 8.3.5. The unit member shall not be eligible to draw from the Sick Leave Bank as of the effective date of cancellation. Sick leave previously authorized for contribution to the Sick Leave Bank shall not be returned if the unit member effects cancellation.

8.3.12 A unit member wishing to use this Sick Leave Bank shall submit a "Certificated Sick Leave Bank Request for Withdrawal Form." This form shall be submitted to the Human Resources Office. The request shall clearly state the details of the catastrophe and the amount of sick leave requested. Appropriate written verification of the catastrophic illness or injury must be included with the request. The unit member should be prepared to provide additional documentation on the nature and severity of the illness or injury, if requested. A Sick Leave Bank Committee shall consider the request of the unit member.

Sick Leave Bank Committee
The committee shall consist of one person selected by the Employer as a recordkeeper, and three (3) other members selected by the Association. The committee may grant, reject, or partially grant a request. Approval shall require a majority vote of the Association committee members. Any rejection of a request may be appealed to the RTA Executive Board for final action and decision. The timelines for filing an appeal shall be the same as found in the initial step of the grievance procedure (Article 19).

8.3.13 The maximum number of Sick Leave Bank days allowed to be withdrawn by one unit member for a single catastrophic injury/illness shall not exceed fifty (50) days.

8.3.14 Any days approved that are unused by the unit member shall be returned to the Catastrophic Sick Leave Bank.

8.3.15 If a unit member uses a day from the Sick Leave Bank, pay for that day shall be the same rate the unit member would have received had the unit member worked that day. No distinction shall be made as to the differing pay rates of the donors or recipients.

8.3.16 During January of each year, the Payroll Office shall provide the Association a statement outlining the number of days available in the Sick Leave Bank as of December 1 of that year and the number of days used in the previous fiscal year.

8.3.17 Hold Harmless
The Association agrees that it will not file, on its own behalf or on behalf of any unit member, any grievance, claim or lawsuit of any kind related to any attempt by a unit member to retrieve donated sick leave used by another unit

member pursuant to this provision. The Association also agrees that it will not file, on its own behalf or on behalf of any unit member, any grievance, claim or lawsuit of any kind which attempts to challenge, in any way, the legality or enforcement of this provision.

The Association agrees to defend, indemnify, and hold harmless the District from any loss or damages arising from the implementation of this provision.

In the event of any grievance, claim or lawsuit challenging the legality or enforcement of this provision, the District may terminate this provision upon written notice to the Association.

8.3.18 Once activated, if the Sick Leave Bank is terminated for any reason, the days remaining in the Sick Leave Bank shall be equitably distributed to the then current members of the Sick Leave Bank according to the distribution formula: (total number of hours divided [÷] by current active participants).

8.4 Parental Leave

8.4.1 General
Upon request, the District shall allow an unpaid leave of absence from duty for any certificated employee of the District who is required to be absent from duties because of pregnancy, miscarriage or childbirth, and recovery therefrom. Pregnancy and pregnancy-related disability leave provided under federal and/or state law shall run concurrently with leave under this section.

8.4.2 Non-Discrimination
There shall be no discrimination in the application and utilization of sick leave, health insurance or any other employee rights and benefits on the basis of pregnancy, miscarriage or childbirth, and recovery therefrom.

8.4.3 Maternity and Paternity Leave for Child Bonding/Child Care
Pursuant to Education Code section 44977.5, when a unit member takes leave for maternity or paternity under the Family and Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA), they may use up to twelve (12) workweeks of leave. The unit member shall first use sick leave, including accumulated sick leave, during a period of maternity or paternity leave pursuant to CFRA (Government Code section 12945.2). If sick leave is exhausted prior to the beginning or at any time throughout the duration of the twelve (12) workweeks, the employee shall be entitled to substitute differential leave with salary deducted at no more than fifty percent (50%) of pay earned and run concurrently with the unpaid FMLA and/or CFRA leave entitlement.

8.4.3.1 A unit member shall not be provided more than one twelve (12)-week period per maternity or paternity leave, to be taken consecutively or in increments of no less than two (2) weeks, unless by mutual agreement. A unit member may request to take CFRA leave of less than two (2) weeks' duration, up to two (2) occasions, or more by mutual agreement. If a school year terminates before the twelve (12)-week period is exhausted, the unit member may take the balance of the twelve (12)-week period the subsequent school year.

8.4.3.2 For the purposes of this section, "maternity or paternity leave" shall mean child bonding or childcare leave taken within the twelve (12) months following the birth of a child of the unit member, or the placement of a child with a unit member in connection with the adoption or foster care of the child by the unit member, as provided in the CFRA.

8.4.3.3 Leave taken under this section shall be in addition to leave taken by a unit member due to their disability caused by pregnancy, childbirth, or related medical conditions.

8.4.3.4 Paid leave taken under this section shall be used concurrently with unpaid child bonding leave under FMLA and/or CFRA, or otherwise authorized by this Agreement.

8.5 Extended Illness Leave

8.5.1 If an employee has utilized all accumulated sick leave and is still absent from duties on account of extended illness or accident for a period of more than five (5) consecutive days, verified by a physician's note, or are under ongoing medical treatment related to the extended illness or accident, verified by a physician's note, the amount of salary deducted in any month shall not exceed the cost of the substitute during the period of absence. When no verification is provided for an employee absence on account of illness, ongoing medical treatment, or accident for any duration of five (5) consecutive days or less, the amount of salary deducted in any month shall not exceed fifty percent (50%) during the period of absence. The duration of the extended illness leave shall not exceed one hundred (100) school days. The period during which the above deductions occur shall not begin until all other paid sick leave provisions for which the employee is eligible have been exhausted.

8.5.2 When a certificated employee has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of illness or accident for a period beyond the one hundred (100) days provided in Article 8.5.1, and the employee is not medically able to resume the duties of their position, the employee shall be placed on a reemployment list for a period of twenty-four (24) months if the employee is on probationary status, or for a period of thirty-nine (39) months if the employee is on permanent status. When the employee is medically able, during the twenty-four (24)- or thirty-nine (39)-month period, the certificated employee shall be returned to employment in a position for which they are credentialed and qualified. The twenty-four (24)- or thirty-nine (39)-month period shall commence at the expiration of the one hundred (100)-day period provided, pursuant to Article 8.5.1.

8.6 Industrial Accident and Illness Leave

8.6.1 Entitlement
Up to sixty (60) working days shall be granted in case of an industrial illness and/or accident when the absence is caused by injury or accident directly arising from the performance of services for the District. All Industrial and Accident Leaves must be supported by a physician's certificate and verified and approved by the District's self-insurance administrators.

8.6.2 Amount of Compensation
The total of the employee's temporary disability indemnity and portion of the salary due during the employee's absence shall equal the employee's full salary.

8.6.3 Recovery Defined
An employee shall be deemed to have recovered from an industrial accident or illness and thereby able to return to work at such time as the employee's physician states that there has been such a recovery.

8.6.4 Filing of Reports
The report of an industrial accident or illness shall be kept on file in the Business Office.

8.6.5 Sick Leave Benefits Not Deducted
The benefits provided in this article are in addition to sick leave benefits. Accordingly, the Board shall not deduct accumulated sick leave from the sick leave allotment of a teacher who is absent as the result of an industrial accident or illness.

8.6.6 Carryover of Benefits
That portion of the sixty (60)-day industrial accident leave benefit which is not exhausted by the end of the school year shall be carried over to the following school year, provided that no more than sixty (60) days of such leave shall accrue by the accident.

8.7 Personal Necessity Leave
Every employee shall be entitled to use up to eight (8) days per year of paid sick leave for reasons of personal necessity. An employee shall, except in cases of demonstrable emergency, enter their absence into the District's absence reporting system, indicating which authorized reason for leave (as outlined below) is being utilized.

8.7.1 Authorized Reasons for Leave
Personal necessity leave shall be limited to circumstances significant in nature which the member of the unit cannot reasonably be expected to disregard, which necessitate the member's physical presence elsewhere, and which involve matters which cannot be accomplished at any other time, including but not limited to:

8.7.1.1 A death or serious illness of a member of their immediate family.

8.7.1.2 An accident involving their person or property or the person or property of a member of their immediate family.

8.7.1.3 Imminent danger to the property of a member of the unit, occasioned by an event such as flood or fire, serious in nature, which requires the attention of the member during their assigned hours of service.

8.7.1.4 Other compelling reasons which are beyond the control of the member which compel the member to be absent from duty. Utilization of personal necessity leave directly adjacent to a holiday, or the winter or spring vacation period shall require the

unit member to specify the reason for such leave. For leaves under this subsection, an employee shall provide at least five (5) days' advance notice by entering the absence into the District's absence reporting system, unless circumstances prevent advanced notice.

8.7.2 Reasons Not Authorized
Personal necessity leave shall not be permitted for any of the following, which shall be considered unauthorized absences from duty:

8.7.2.1 Attendance at or participation in functions or activities which are primarily for pleasure, amusement, or personal convenience.

8.7.2.2 Seeking or engaging in remunerative employment (except in cases covered under Education Code sections 44949 and 44955).

8.7.2.3 Engaging in a strike or any other activities related to a work stoppage.

8.7.3 Verification of Absence
A member of the unit shall submit to the satisfaction of their principal/division head the reasons for having taken personal necessity leave on an appropriately drawn District Absence Affidavit.

8.8 General Leave
Every employee shall be entitled to use five (5) days per year of paid sick leave as general leave for any reason. A unit member shall, except in case of emergency, give reasonable advance notice of the intent to use general leave. Employees shall enter their absence into the District's absence reporting system.

8.9 Absences for District Job Interviews
Unit members who apply for vacancies for job advancement shall utilize School Business for the purpose of District job interviews if the interviews occur during student contact time. The unit member shall provide a minimum of twenty-four (24) hours' notice to their immediate supervisor and enter their absence in the District's absence reporting system if a substitute is required.

8.10 Bereavement Leave
Every employee shall be entitled to five (5) days of paid leave of absence on account of the death of any member of their immediate family (refer to Article 3.8 for definition of "immediate family"). The unit member who miscarries (does not include the spouse, significant other, or any other person) shall also qualify for this leave. The unit member will be responsible to provide medical verification of the miscarriage. This leave shall not be deducted from sick leave and must be utilized within one (1) year of the death of the immediate family member, except in extenuating circumstances as approved by the Superintendent/designee. Employees shall provide to the District payroll department the date of loss. Additional leave for bereavement shall be charged to personal necessity or other applicable leave. The District reserves the right, for good cause, to require proof if abuse of bereavement leave is suspected.

8.11 Jury Duty/Official Appearance Leave

8.11.1 Judicial and official appearance leave shall be granted for purposes of regularly called jury duty, appearance as a witness in court other than as a private litigant

on non-employment related matters, or to respond to an official order from another government jurisdiction for reasons not brought about through the malfeasance of the employee.

8.11.2 Upon receiving notification of a judicial or official appearance request, the employee shall inform their supervisor of said notification. The employee seeking an official jury duty leave shall submit appropriate original verification of the use of such leave to the supervisor.

8.11.3 On the first day bargaining unit members are to report for jury duty, the following provision shall apply:

Eight (8)-hour employees who report and are released prior to noon shall return to work for the remaining four hours of their work day. Work hours for all eight (8)-hour employees shall be adjusted on this day to begin at 8:00 a.m. and conclude at 5:00 p.m.

Teachers who report and are released prior to noon shall call their work site to ensure substitute coverage has been provided and determine with their immediate supervisor what professional activities they will complete to fulfill the remainder of the contract day.

After the first day of jury service, should an employee be required to return or be empaneled on a jury, the hours spent in jury service shall constitute the working day. For any days court is not in session, the employee shall return to work.

8.11.4 An employee granted a jury duty leave under these provisions shall be granted full District compensation. Fees received by the employee, paid by the Court, excluding travel and subsistence expenses, shall be subject to payroll deduction. Such deduction shall be taken after a thirty (30)-day period subsequent to submission of an affidavit verifying completion of jury service. Jury duty shall not be compensated on the employee's non-duty days, nor shall the fees received by the employee for non-duty days be subject to payroll deduction.

8.11.5 An employee who is called by the District for an official appearance (court appearance) as a witness or for witness preparation for work-related matters while off-duty shall be compensated at the miscellaneous hourly rate.

8.12 Legislative Leave

An employee who is elected to the State Legislature, Congress, or a School Board in another District shall be entitled to an unpaid leave of absence for the length of term or terms in office.

8.12.1 An employee on such leave shall notify the District of intended return at least four (4) weeks in advance.

8.12.2 The employee on such leave shall be entitled to return to employment at the end of the leave, but shall not be entitled to any of the other benefits accorded by Article 8.16, entitled "Miscellaneous."

8.12.3 During the term of elective office, employees may be employed by the District to perform part-time service for such compensation as may be mutually agreed upon.

8.13 Personal Business Leave

8.13.1 An employee shall be entitled to no more than three (3) days of absence due to personal business, without pay, per school year. The supervisor/principal shall be notified by the employee at least twenty-four (24) hours in advance of taking such leave unless an emergency makes such advance notification impossible. The employee shall provide complete lesson plans and preparations. All requests for early dismissal at the end of the school year shall be referred to the Superintendent/designee.

8.13.2 Personal Business Salary Deductions
Computation of personal business salary deductions shall be based on the employee's per diem salary for each day of absence.

8.14 Personal Leave
At the option of the employee, they shall be entitled to use five (5) days per year for personal leave. The supervisor/principal shall be notified by the employee at least twenty-four (24) hours in advance of taking such leave unless an emergency makes such advance notification impossible. The employee shall provide complete lesson plans and preparation. A payroll deduction equal to the cost of a daily substitute will be made for each day utilized under this provision. This deduction will be made whether or not a substitute is employed.

8.15 Military Leave
Leave for purposes of military service shall be granted pursuant to applicable federal and state law including, but not limited to, the Uniformed Services Employment and Reemployment Rights Act and the Military and Veteran's Code.

8.16 Family Care and Medical Leave
Family Care and Medical Leave provides a maximum of twelve (12) weeks of leave in any continuous twelve (12) month period for all qualifying unit members who have completed a full year of service with the District. Leave under this article shall entitle the unit member to all benefits of employment, except for salary, on the same basis as if the unit member were not on leave. If the unit member fails to return from leave, for a reason other than the continuation, recurrence, or onset of a serious health condition, or other circumstances beyond the employee's control, then the unit member shall reimburse the District for premiums paid to maintain group benefits.

There will be no more than twelve (12) workweeks of Family Care and Medical Leave granted per unit member in any continuous twelve (12) month period. Leave may be taken in multiple segments of time if used for medical necessity as certified on the leave application. Except in case of emergency, leave should be arranged thirty (30) days in advance.

8.16.1 Definitions

8.16.1.1 "Child" means a biological, adopted, or foster child; a stepchild; a legal ward; child of an employee's registered domestic partner, and

child of a person standing "in loco parentis;" as defined by the Family and Medical Leave Act and CFRA.

8.16.1.2 "Parent" means a biological, foster or adoptive parent, a parent-in-law (including parent of a registered domestic partner), a stepparent, a legal guardian, or other person who stood "in loco parentis" to the unit member when the unit member was a child.

8.16.1.3 "Serious Health condition" means an illness, injury, impairment, or physical or mental condition that involves either in-patient care in a hospital, hospice or residential health care facility, or continuing treatment or supervision by a health care provider.

8.16.1.4 "Health Care Provider" includes a doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the state in which the doctor practices, or who otherwise meets the definition of "health care provider" under FMLA/CFRA regulations.

8.16.2 Leave Qualifiers

8.16.2.1 Personal Illness due to a Serious Health Condition – Personal illness requires an off work order from a physician or other licensed health care provider and will run concurrent to paid sick leave and extended illness leave to the extent allowed by law.

8.16.2.2 Family Illness due to a Serious Health Condition – Family is defined as a spouse, parent or child, registered domestic partner, grandparent, grandchild, or sibling. Family illness requires medical certification. All available paid leaves may be used as part of the twelve (12) weeks of family leave.

8.16.2.3 New dependent care (birth, adoption, or placement of a foster child) – Dependent care leave requires certification of new dependent on the District's leave request form. This leave must be taken within one (1) year of new dependent's arrival. If not taken immediately following the qualifying event, the leave must be arranged in advance with the supervisor's approval, so as to least interrupt the educational program.

8.17 Miscellaneous

8.17.1 Unpaid Leave of Absence

Permanent unit members covered by this Agreement, may request an unpaid leave of absence at no cost to the District. Such leave may be granted for a period up to one (1) year at the discretion of the District. Unless otherwise provided in this Agreement, an employee on an unpaid leave of absence shall be entitled to the following:

8.17.1.1 Return, if possible, to the position held prior to the leave or to a similar position for which the employee is qualified.

8.17.1.2 Maintenance of employee benefits as provided in Article 7.1.

8.17.1.3 Upon request, the Board may extend a teacher's unpaid leave, except Personal Business leave, for a maximum of one (1) year, and such teacher shall be entitled to all benefits provided in this section.

8.17.1.4 Any teacher who seeks an extension of such leave shall make application no later than six (6) weeks preceding the expiration of the original leave.

8.17.2 Paid Leave of Absence

Unless otherwise provided in this Agreement, an employee on a paid leave of absence shall be entitled to the following:

8.17.2.1 Receive credit for annual salary increments provided during the leave.

8.17.2.2 Receive during the leave all other teacher fringe benefits including, but not limited to, insurance and retirement benefits to the extent not expressly prohibited by law.

8.17.2.3 Return, if possible, to the position held prior to the leave or to a similar position for which the employee is qualified.

8.18 Conference and Workshop Leaves

Employees covered by this Agreement may be assigned to attend conferences, workshops, seminars, or other professional gatherings. If so, the legitimate expenses shall be paid by the District. The employee shall be required to submit a statement of expenses and shall be required to produce receipts. The employee may be asked to report on the presentations at such meetings or participate in programs to pass on to other employee's information, ideas or techniques learned at such meetings. An employee may wish to attend a professional development program meeting, workshop, seminar, or conference requiring time off from their assignment. Such leave will be considered by the Board for approval when endorsed by the employee's immediate supervisor and recommended by the Superintendent/Designee.

8.18.1 Unit members who enter their absence into the substitute management system no later than five (5) workdays prior to the scheduled date of the approved conference/workshop or professional development shall be eligible for substitute coverage. If coverage is not available on the day of the training, the unit member may be returned to the classroom and will be compensated for one (1) hour of non-student contact time for preparation for the substitute.

8.19 Administrative Leave

Administrative Leave is defined as a temporary release from duties. Employees on Administrative Leave may be directed to remain away from district facilities while the District is conducting an investigation. Such leave shall be without the loss of any compensation or benefits and is not considered disciplinary in nature. Such leave will not be deducted from any of the employee's leave accounts. Any investigation conducted by the District shall be completed as expeditiously as practicable under the circumstances. The District will normally provide members on Administrative Leave with a weekly progress update until the conclusion of the investigation unless the investigation is being conducted by outside authorities.

18.19.1 When a unit member is placed on paid Administrative Leave, they have the right to request a review of such placement. Once the request is made, the District will have five (5) workdays to submit a written response to the request.

8.20 Other Leaves

Nothing in this Agreement shall preclude the Board, at its sole discretion, from granting unpaid leaves for reasons not specified in this Agreement.

8.21 Employee Responsibility

Except in case of emergency or extenuating circumstances, the employee shall provide curriculum aligned lesson plans, class list(s) and seating charts for the substitute teacher to continue with the instructional program for the duration of the absence of the regular teacher, unless a shorter time is approved by the site administrator.

Once the leave begins, employees on approved Family and Medical Leave (FMLA), California Family Rights Act (CFRA), and Pregnancy Disability Leave (PDL) shall not be required, requested, or expected to provide lesson plans, instructional materials, communication with students, parents, or colleagues, or participate in meetings or professional development during the period of leave.

ARTICLE 9
PRE-RETIREMENT PROGRAM

9.1 Pre-Retirement Program

In accordance with currently applicable Education Code sections, a certificated employee may reduce their workload prior to retirement from full-time to part-time duties and receive credit toward retirement that would be received if employment were on a full-time basis. Regulations governing this provision shall be as follows:

9.1.1 This option is limited to permanent certificated employees.

9.1.2 The employee must have reached the age of fifty-five (55) years by the start of the semester in which work reduction begins. Participation in this program shall not extend for more than five (5) years. Applications for part-time employment under this program shall include a declaration of the employee's intention to retire at the expiration of their employment under this program.

9.1.3 Prior to work reduction, the employee must have accumulated ten (10) or more years of service as a full-time employee, including five (5) years out-of-district allowable service credit as a certificated employee of the Redlands Unified School District.

9.1.4 Employment in the Redlands Unified School District must have been on a full-time basis for the five (5) years immediately prior to work reduction, or the employee must have worked full-time for a total of not less than ten (10) years prior to work reduction.

9.1.5 The option of part-time employment shall be exercised at the written request of the employee to the Superintendent/designee. The employee shall submit such a request no less than three (3) months prior to the end of the semester preceding the year in which work reduction is to begin. The choice of the semester in which such service is allowable shall be at the option of the District after consultation by the employee with the Superintendent/designee. During the five (5) years following the start of reduced workload, if there are changes or revisions in the Code provisions relating to this program, the option may be revoked or altered. Such alterations must be within Code limitations by the mutual consent of the employee and the District. In the event of such alterations, the teacher shall be given the option to return to their original status. A request to revoke or alter the option must be submitted a minimum of three (3) working months prior to the intended date of effectiveness.

9.1.6 Agreements or contracts for part-time service are limited to a period not to exceed five (5) years. Such Agreements shall incorporate the provisions herein. Upon execution, the District shall provide the Association with a copy of all such Agreements.

9.1.7 The employee shall be paid a part-time salary prorated on the basis of the full-time salary for the position in which they serve. All other rights and benefits shall be provided in accordance with applicable statutes and/or District policy. Except as otherwise provided in this Agreement, during the period in which the employee is not rendering services to the District, their status shall be regarded as that of an employee on an unpaid leave.

9.1.8 An eligible employee who wishes to participate in this program may apply for a hundred percent (100%) assignment for one (1) semester and a zero percent (0%) for the other semester. As an alternative, the employee may apply for a fifty percent (50%) assignment for a full year. Such part-time employment shall be the equivalent of one-half (1/2) the number of days of service required by the employee's contract of employment during the final year of service in a full-time position.

9.1.8.1 Upon approval by the District, based on staffing, secondary teachers may apply to the program for an eighty percent (80%) or sixty percent (60%) assignment for a full year.

9.1.9 A member employed on a part-time basis shall receive the retirement credit they would receive if they were employed on a full-time basis and have their retirement allowance, as well as any other benefits that they are entitled to, based upon the salary that would have been received if employment were on a full-time basis. The employee and the District shall contribute to the Teachers Retirement Fund the amount that would have been contributed if the member were employed on a full-time basis.

9.1.10 If approved by the District, an employee may exit the Pre-Retirement Program and return to full-time employment.

9.1.11 Employees must comply with all applicable STRS rules and regulations and participation in the Pre-Retirement Program is subject to strict compliance with applicable provisions of the Education Code.

9.2 Limitation of Number of Participants

The District may limit the number of participants entering this program to no more than two percent (2%) of the certificated staff in any one year, with no more than seven percent (7%) of the certificated staff participating at any given time. Approval of applications shall be subject to exclusive approval of the Board of Education.

ARTICLE 10
WORKING DAY AND PROFESSIONAL DUTIES

10.1 Definitions

10.1.1 Minimum Day
A minimum day is defined as a reduction in student contact minutes with no change to the length of the unit members' workday. On minimum days, school site unit members are required to remain on campus for the entire workday. In addition to a traditional minimum day schedule, a minimum day may also consist of a finals schedule or block schedule.

10.1.1.1 A minimum day shall be provided for all school site unit members for the last school day of the year on which students are present. Additional minimum days may be determined yearly by site administration.

10.1.1.2 Meetings on minimum days shall begin no sooner than forty-five (45) minutes after student dismissal when teacher lunch occurs after student dismissal. When teacher lunch occurs within the student day, meetings shall begin no sooner than fifteen (15) minutes after student dismissal.

10.1.2 Modified Day
A modified day is defined as a reduction in student contact minutes; however, the length of the unit members' workday is split, and they must return to work to complete their contract workday. Modified workdays traditionally occur on Back to School Night or Graduation night.

10.1.3 Shortened Day
A shortened day is defined as a weekly reduction in student contact minutes with no change to the length of the unit members' workday.

10.2 Length of Day

10.2.1 Classroom Teachers
The length of duty day for teaching unit members shall be seven (7) hours and fifteen (15) minutes. The duty day includes a lunch which shall be of a minimum of thirty (30) minutes duration. Within the length of the duty day, teachers shall provide for adequate and reasonable time before and after school for meetings with parents.

Each school site may require attendance at no more than four (4) mandatory meetings in one month. No more than one (1) meeting per week shall be required by the site administrator except as follows:

Meetings which are pursuant to state law or those required by categorically funded programs;

Meetings that address individual student discipline, complaints, or academic concerns/progress (including IEP and/or Intervention Support Team meetings) may be held during the hours of instruction. During the regular school year, every effort shall be made to hold IEPs on student attendance days;

Meetings to address emergency situations such as student or civil unrest, criminal activity, or other serious events of the same magnitude;

Meetings resulting from duties voluntarily undertaken or compensated by the unit member.

Mandatory meetings shall not exceed sixty (60) minutes in duration. Morning meetings shall end ten (10) minutes prior to the start of the student day. Afternoon meetings shall start ten (10) minutes after the student day. A minimum of two (2) of the four (4) meetings referenced above shall be dedicated to teacher collaboration and professional development and no more than two (2) of the four (4) meetings will be used for general staff meetings. Administration will consider teacher input regarding non-staff meeting topics. This section shall not be applicable to non-student attendance days or shortened days. At the discretion of the site administrator, issues discussed at voluntary staff meetings shall be summarized at the next mandatory staff meeting or provided to the staff in writing.

10.2.1.1 Hours should be flexible so that if, with administrative approval, a teacher must arrive late or leave early on special occasions, such early departure is possible. Unless a substitute is provided and charged to sick leave, commensurate compensatory duty time shall be required and served within ten (10) days arranged by mutual agreement of the employee and supervisor.

10.2.1.2 The teacher duty day shall be no more than six and one-quarter (6 1/4) hours of assigned teaching time or other duties connected with classroom instruction as assigned by the principal. The above may be adjusted to meet mandates of minimum student day for apportionment purposes.

10.2.1.3 <u>Student Contact Time</u>
Teaching unit members shall have a student instructional contact day not to exceed the following daily minutes, averaged annually*:

* Daily minutes may be increased or decreased to accommodate minimum days, final schedules, school wide special events, etc., in accordance with Article 10.2.1.2, except in the case of mutually agreed upon schedule changes.

AM/PM TK/Kindergarten	201 minutes
Full Day TK/Kindergarten	285 minutes
EB/LB TK/Kindergarten	301 minutes (average)
Grades 1-3	285 minutes
Grades 4-5	306 minutes
Grades 6-8	275 minutes
Grades 9-12	281 minutes

Elementary Enrichment Teachers shall have a student instructional contact week not to exceed one thousand three hundred and fifty (1,350) minutes (twenty-seven [27] sections at fifty [50] minutes each per week, which includes travel time).

10.2.1.4 Kindergarten

There will be at least one (1) full day Kindergarten classroom at each school site (facilities permitting). The school site administrator and the team of Kindergarten teachers will meet annually, prior to the commencement of the registration period at each site, to discuss the models to be used at the site for the upcoming school year. If there are no volunteers to take the full day model, the least senior Kindergarten teacher will be assigned. Thereafter, the assignment will be systematically rotated. For the early bird/late bird and full day model, no school site shall have two (2) classes regularly assigned to one classroom during instructional time. The final determination of the model to be implemented shall be within the discretion of the site administrator.

10.2.1.4.1 Classroom Support for Special Education Preschool (RSEED), TK/K

Unit members who teach an AM/PM schedule shall provide eighty-four (84) minutes of classroom support each school day.

10.2.1.5 New Teachers

Teachers new to the District may work up to five (5) additional days during their first year of employment if they are hired prior to the first day of required duty. The additional days of work shall be orientation days assigned at the discretion of the District and will be compensated at each new teacher's per diem rate of pay.

10.2.2 Non-Teaching Members

The length of the duty day for non-teaching unit members shall be eight (8) hours including lunch which shall be of a minimum of thirty (30) minutes duration. In the event that non-teaching members are required to attend to school business beyond their workday, commensurate compensatory time or pay shall be granted and arranged by mutual agreement of the employee and the supervisor/principal. If a non-teaching member must leave their work site early, unless a substitute is provided and charged to sick leave, commensurate compensatory duty time shall be required and served within ten (10) days, arranged by mutual agreement of the employee and supervisor.

10.2.3 Duty-Day Parameters

The regular duty days of unit members shall begin no earlier than 7:00 a.m. (for a regular six [6] period day) or 6:20 a.m. (for a zero [0] period day), and not end later than 5:00 p.m. Individual work hours shall be consecutive.

10.3 Reporting Arrival and Departure Procedures

Arrival and departure times shall be determined by the site or department administrator, not to exceed contract day. Upon arrival at their respective work sites, employees shall inform the office in a manner designated by the site administrator.

10.4 Teaching Assignment

10.4.1 Elementary School

The elementary student instructional contact day specified in Article 10, section 10.1.1.3, Student Contact Time, does not include recess in full day Kindergarten and grades one through five (1-5). Elementary employees shall be provided a period of at least fifty (50) minutes per day to be used exclusively for professional meetings, preparation, planning and/or conferencing outside the instructional day. This period may be divided into two (2) segments and may occur before and/or after school.

10.4.1.1 Elementary Preparation Period(s)

All general education and Separate Class (Self-Contained) Special Education classroom teachers teaching in grades TK through five (TK-5) shall receive nine (9) half (1/2)-days per year to schedule professional activity time. This time must be used for preparation and/or planning in support of the classroom instruction program (including grading, assessment, or collaboration with other teachers), and may be used at the worksite or at the District Office. Scheduling of the professional activity time must be scheduled at least one week prior to the use with the site administrator.

10.4.1.2 Preparation Period(s) (Enrichment)

General education classroom teachers, teaching full day Kindergarten and in grades one through three (1-3), shall be granted the equivalent of one (1) fifty (50)-minute period per week to be used exclusively for professional meetings, preparation, planning, and/or conferencing during the instructional day.

General education classroom teachers, teaching in grades four and five (4-5), shall be granted the equivalent of two (2) fifty (50)-minute periods per week to be used exclusively for professional meetings, preparation, planning, and/or conferencing during the instructional day.

Every effort will be made to provide alternative enrichment time when a unit member does not receive their weekly enrichment time due to lack of coverage. In the event that the time is not made up, the elementary teacher shall be compensated at the student contact hourly rate per preparation period missed. Enrichment schedules will be rotated annually so that all teachers receive equitable enrichment time.

10.4.1.3 Elementary Restroom Breaks

It shall be the responsibility of elementary site administrators to provide for a restroom break of adequate duration for each teacher during the morning and afternoon except in emergency circumstances.

10.4.1.4 Elementary Parent Conferences

In preparation for the fall elementary school parent conferences, teachers will have one (1) student-free day prior to the parent conference period. The parent conference day for elementary

teachers shall consist of a minimum day with parent/teacher conferences as arranged by the principal for the remainder of the contract workday. Such conference days shall be limited to no more than five (5) days for parent conferences held in the fall.

10.4.1.5 Flexible Starting Times

To the extent practicable and feasible, the District may implement flexible starting times. The District shall make every attempt to rotate starting times to provide equitability among the schools.

10.4.1.6 Elementary Preparation Day

The District agrees to provide two (2) additional minimum days for elementary schools. These days shall be determined as part of calendar negotiations for the traditional school schedule. These days will be provided to traditional elementary school teachers for the purpose of preparing student progress reports at the end of the second and third trimesters.

10.4.1.7 Non-Classroom Supervision

Non-classroom supervisory duties shall be distributed equitably to all teachers at a site and shall not exceed up to five (5) weeks of duty per year, unless the needed coverage/staff ratios require an additional rotation. In the event that supervisors are not available, teachers will be assigned on an emergency basis to ensure student safety. Such assignment will be equitably rotated from an established rotation list. Teachers required to perform such emergency duty will be given compensatory time commensurate with duty time served.

Transitions/Kindergarten, and self-contained special education teachers required to supervise students with daily educational/safety needs before or after school, shall be exempt from the rotational schedule.

10.4.1.8 Arts and Music in Schools (AMS)

When AMS is offered as part of the weekly instructional program, all students in a combination class will attend one (1) grade's Arts and Music session to allow combination teachers time to collaborate/prepare. The session in which the class attends will be determined in collaboration with the site administrator.

10.4.2 Middle School

Middle School teachers shall have no more than five (5) periods of formal instructional contact, or six (6) with an extra-period assignment, per day. These teachers shall have one (1) period per day to be used exclusively for professional meetings, preparation, planning, and/or conferencing. This means that such teachers shall have no more than thirty (30) teaching/professional activity periods per week. No teacher shall be required to teach more than three (3) different class preparations without the consent of the teacher, with the exception of exploratory teachers.

10.4.2.1 Conditions for Using Period Substitutes
Utilization of period substitutions shall not take place when circumstances permit use of half-day or full-day substitutes. Emergency assignment of staff to period substitutions shall be systematically distributed and automatically assigned throughout the staff at each school site.

10.4.2.2 Assignment of Period Substitutes
Assignment of staff to such paid period substitutions shall be systematically rotated throughout the staff at each school site. This shall not preclude voluntary paid period substitutions on the part of unit members on the principal's request.

10.4.2.3 Extra Period Assignments
Teachers who, with their consent, are assigned to an extra period shall be compensated as set forth in Appendix A-2.

10.4.2.4 Non-Classroom Supervision
Non-classroom supervisory duties shall be distributed equitably to all teachers at a site and shall not exceed up to five (5) weeks of duty per year, unless the needed coverage/staff ratios require an additional rotation. In the event that supervisors are not available, teachers will be assigned on an emergency basis to ensure student safety. Such assignments will be equitably rotated from an established rotation list. Teachers required to perform such emergency duty will be given compensatory time commensurate with duty time served.

10.4.2.5 Middle School Special Education Preparation
Middle school special education teachers shall receive two (2) days of release time for IEP management and student assessment.

10.4.3 Senior High School – 9-12
Unless otherwise agreed to between the District and unit member, the senior high school teachers shall have no more than five (5) periods of formal instructional contact per day. Flexible scheduling shall not result in loss of salary or benefits. These teachers shall have one (1) period per day to be used exclusively for professional meetings, preparation, planning, and/or conferencing. This means such teachers shall have no more than thirty (30) teaching/professional activity periods per week. No teacher shall be required to teach more than three (3) different class preparations without the consent of the teacher. Except in emergency circumstances, senior high school teachers shall not be required to render period substitutions. Period substitutions shall be compensated as set forth in Appendix A-2. Such service shall be subject to the following conditions:

10.4.3.1 Conditions for Using Period Substitutes
Utilization of period substitutions shall not take place when circumstances permit use of half-day or full-day substitutes. Emergency assignment of staff to period substitutions shall be systematically distributed and automatically assigned throughout the staff at each school site.

10.4.3.2 Assignment of Period Substitutes
Assignment of staff to such paid period substitutions shall be systematically rotated throughout the staff at each school site. This shall not preclude voluntary paid period substitutions on the part of unit members on the principal's request.

10.4.3.3 Extra Period Assignments
Teachers who, with their consent, are assigned to an extra period shall be compensated as set forth in Appendix A-2.

10.4.3.4 Traveling Teachers
Teachers who are assigned to more than one (1) campus and must travel on a daily basis shall be compensated one-half (1/2) hour per day at the certificated miscellaneous hourly rate for their travel and set-up time.

Schedules of teachers who are assigned to more than one (1) school shall be arranged so that no such teacher shall be required, without consent, to engage in inter-school travel of more than twenty-five (25) miles per day. Such teachers shall be notified of any changes in their schedules at least five (5) school days prior to the proposed change.

10.4.3.5 Non-Classroom Supervision
High school teachers shall not be required to perform non-classroom supervisory duties except in accordance with Article 10.7.

10.4.3.6 High School Special Education Preparation
High school special education teachers shall receive two (2) days of release time for IEP management and student assessment.

10.5 Lunch Periods
The lunch period shall be not less than the student lunch period and not less than thirty (30) minutes exclusive of passing periods, regardless of inclement weather conditions absent emergency circumstances. At elementary school sites where teachers are required to have additional student contact time and supervision at lunch because of inclement weather, said employees shall be given commensurate compensatory time the same day or the following day upon approval of the site administrator.

10.6 Modified Days

10.6.1 Back to School Night
On the days of "Back to School Night" activities, a modified day shall be provided for all school site unit members. All unit members are required to return for evening "Back to School Night" activities to complete their workday.

10.6.2 High School Graduation
On the day of the graduation ceremony for each respective high school, a modified day shall be provided for all high school unit members. All high school unit members are required to return for the evening graduation ceremony to complete their workday.

10.7 After-Hour Duties

Uncompensated supervisions which are outside the regular workday will be limited to two (2) assigned events per year. Up to five (5) weeks, or six (6) weeks for applicable sites (per Articles 10.4.1.7 and 10.4.2.4), of served non-classroom supervision shall fulfill one (1) of the assigned events above. Such duties shall be filled voluntarily first, with remaining duties to be equitably distributed among remaining staff members. Each assigned supervision exceeding these two assignments shall be compensated at the certificated miscellaneous hourly rate, or the employee may, with the approval of the site administrator, be given commensurate time off.

10.8 Emergency Supervision

In the event of a campus emergency, as determined by the site administrator/designee, teachers may be required to provide uncompensated supervision during the school day.

10.9 Special Projects – Compensatory Time

In the event that elementary or secondary classroom teachers are assigned duties relating to federal or state special projects which require performance beyond the workday defined herein, compensatory time shall be provided. Such compensatory time shall be utilized during non-instructional periods with the approval of the immediate supervisor. Compensatory time must be utilized by mutual agreement of the employee and supervisor prior to the end of each school year. Special projects refer to existing federal and state programs which are substantially funded by these entities.

10.10 School Calendar

The school calendars are available on the District website.

10.11 Non-Student Contact Days

10.11.1 Pre-Service Days

The equivalent of a teacher workday (seven and one quarter [7.25] hours) will be provided to bargaining unit members when there are two (2) or more District required pre-service days at the beginning of the school year for the purpose of instructional/classroom preparation. The District reserves the right to modify this schedule in the event of nonrecurring state or federal mandated trainings.

10.11.2 Staff Professional Days

Staff Professional Days are a non-student workday. Unit members are responsible for all job-related duties during their contractual workday, including professional development, required trainings, and staff meetings.

10.11.2.1 One (1) Staff Professional Day will be dedicated to teacher grading at the end of each semester for secondary teachers. On these days, administration shall not schedule required meetings, trainings, or other professional development activities (except for end of year check-out). The primary purpose of these days shall be to complete grading and other end-of-term recordkeeping responsibilities. Unit members shall perform their duties on-site during regular work hours.

10.11.2.2 One (1) Staff Professional Day will be dedicated to teacher grading/report card preparation prior to elementary parent/teacher conferences, and one (1) day will be dedicated to the last contract

day of the school year. On these days, administration shall not schedule required meetings, trainings, or other professional development activities (except for end of year check-out). The primary purpose of these days shall be to complete grading and other end-of-term recordkeeping responsibilities. Unit members shall perform their duties on-site during regular work hours.

10.12 No Smoking or Tobacco Products

The Redlands Unified School District provides its employees a smoke-free and tobacco-free workplace. Smoking, vaping and/or the use of tobacco or other forbidden/unlawful products are prohibited in buildings, on grounds, and in district vehicles.

10.13 Identification (ID) Badges

Employees shall visibly wear their District provided ID Badge at all times during their workday. The District will provide clear plastic sleeves and break-away lanyards to all unit members, upon request. Employees shall immediately report to the Human Resources Department stolen, lost, or damaged ID Badges.

10.14 Classrooms and Workspaces

Unit member classrooms and workspaces shall be kept in a neat and organized manner. Unit members will pack-up classrooms as directed by their site principal in preparation for summer deep cleaning.

10.15 Keys

Employees will safeguard assigned work keys at all times during their workday. Lost, stolen, or damaged keys will be immediately reported by the employee to their direct supervisor.

10.16 Employee Dress Standards

Certificated employees are required to wear suitable clothing reflecting their standing as educators. Clothing and/or accessories shall not constitute a safety hazard and must be neat, clean, and in a good state of repair. Dress should reflect the position of the certificated employee and be appropriate to their assignment.

10.16.1 The following items of apparel are not appropriate and will not be permitted: garments or accessories with logos or advertisements that depict alcohol, drugs, weapons, violence, or nudity.

10.17 Grades/Evaluation of Student Achievement

Grades shall be updated and recorded in the District approved student information system as practicably as possible, consistent with the instructional calendar, the availability of District-approved student information systems, and the reasonable professional workload of the employee. The District acknowledges that grading timelines may vary based on course type, instructional format, and assignment complexity.

ARTICLE 11
FAIR EMPLOYMENT PRACTICES

11.1 Non-Discrimination
Neither the Board nor the Association shall unlawfully discriminate against any unit member with respect to the participation in employee organization activities or application of any specific provision contained in the Agreement on the basis of race, color, creed, age, gender, national origin, marital status, pregnancy, sexual orientation, religion, or disability.

11.2 Work Rules at School Sites
Work rules and procedures at the individual school sites shall be implemented, interpreted, and applied in a manner consistent with the terms of this Agreement. Such work rules and procedures shall, within constraints of specific site and instructional level requirements, be applied in a uniform and equitable manner.

11.3 Staff Participation
Except in emergency circumstances, there shall be a real and continuing involvement of the school staff members prior to the adoption of individual school site work rules and procedures.

11.4 Acceptance of Resignations
The Superintendent/designee may accept a unit member's resignation with a forty-eight (48)-hour right to rescind time-period.

11.5 Discipline
Teachers may be suspended, disciplined, or reduced in rank or compensation for just cause only.

11.6 Interpretation
The terms of this Agreement shall be interpreted and applied on a justifiable rational basis.

11.7 Individual Contracts
Any individual contracts between the Board and unit members shall be subject to and consistent with the terms and provisions of this Agreement.

ARTICLE 12
EMPLOYEE PROTECTION

12.1 Unit Member Notification
The District shall annually direct site administrators to inform unit members of students with discipline problems who they directly supervise pursuant to Education Code section 49079. Only affected teachers shall receive a notification within the first thirty (30) workdays. For subsequently enrolled students, affected unit members will be notified of information required to be disclosed under Education Code section 49079 within ten (10) workdays of the District's receipt of such information. For students who commit misconduct disclosable under Education Code section 49079 during the school year, affected unit members will be notified within five (5) workdays.

12.2 Conditions Under Which Students May Be Excluded
The Board, upon recommendation of the principal and the unit member responsible for the student, may exclude from a class any student who has emotional, physical, or behavioral problems which are disruptive to the educational function of the school.

12.3 Excluded Student's Entitlement
A student excluded under Article 12.1 above shall not be entitled to return to any classroom until such time as the Board determines that the condition which prompted the exclusion no longer exists.

12.4 Referral of Students with Special Needs
When, in the judgment of the unit member, a student requires the special attention of administrative staff or support personnel, the problem shall be referred to the principal or immediate supervisor. A conference shall be arranged at the earliest possible time between the unit member, an administrative representative, and a specialist, if appropriate, to discuss the problem and to decide upon appropriate steps for its resolution.

12.5 Suspension by Teachers
A teacher may suspend a student from their class for the day of the suspension and the day following, for offenses enumerated in section 48900 of the Education Code, and shall report the suspension to the principal and send the student to the principal/designee for appropriate action. If the suspended student is rostered with the suspending teacher for more than one (1) period per day, the suspension will apply to all classes with that teacher, upon request of the teacher. The suspended student will not be sent to another unit member's regular classroom. The teacher shall notify the parent and participate in the subsequent parent conference.

12.6 Discipline Guidelines
A written description of the rights and duties of all administrators and employees with respect to student discipline and the rights of suspended students, shall be presented to each employee in writing on the first day of each school year or as soon as possible thereafter.

12.6.1 Unit Member Education
The Redlands Teachers Association shall be provided up to thirty (30) minutes during the first staff professional development day prior to the start of the student year to educate unit members regarding their employee protections.

12.7 Employee Control Over Learning Environment

A unit member may utilize the same degree of physical control over a pupil that a parent would be legally privileged to exercise, but which in no event shall exceed the amount of physical control reasonably necessary to maintain order, protect property, protect the health and safety of pupils, or to maintain proper and appropriate conditions conducive to learning. The District will support and hold harmless, to the extent required by law, unit members who lawfully enforce School Board Policy, including BP 5131(9) regarding student cell phone use. The Board shall not take disciplinary action against a teacher who uses demonstrably justifiable force in the performance of professional duties.

12.8 Employee's Responsibility and Rights in Cases of Assault

12.8.1 Unit members shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor who shall immediately report the incident to the proper law enforcement authorities. Matters involving assaults on District personnel will be reported to the Superintendent. The Superintendent shall respond to any justifiable request from the employee for pertinent information in the possession of the Superintendent relating to the incident and shall provide liaison contact between the teacher, the police, and the courts.

12.8.2 A unit member who intervenes in or is the victim of an assault, battery, attack or threat, verbal or physical, and who so requests, may be immediately granted the remainder of the day of the assault, attack, or threat released from duty. This release day shall not be charged against any of the unit member's accrued or accumulated leaves specified in Article 8 – Leaves.

12.8.3 If it is finally determined that a student is the perpetrator of an assault, battery, attack or threat, verbal or physical, against a unit member, the District will meet with the unit member to discuss placement and caseload options, including the possibility that the student may not be returned to the unit member's class(es) or caseload for the remainder of the instructional year.

12.9 Reputational Protection

The immediate supervisor shall promptly investigate allegations of defamation, bullying, or impersonation by means of an electronic act against a unit member as such acts relate to their performance as professional educators. The District will take all reasonable steps to protect the unit member's reputation. The unit member will be given written notification of actions taken by the District within ten (10) workdays from the completion date of the investigation.

12.10 Investigation Results

After a unit member is placed on paid Administrative Leave and returned to the classroom, the unit member, upon request, is entitled to a lawfully disclosable and non-privileged copy of investigatory reports at no cost. Such reports shall redact personal identifying information as required by law.

12.10.1 Such a member, upon timely request, may be granted a transfer to an available open and comparable position for which they are qualified.

12.11 Section 527.8 of the Code of Civil Procedure: Workplace Violence Prevention Plan
The District will prepare and make available a workplace violence prevention plan as required by current state laws. Such plans currently contain the following information (such obligations may change as the law changes):

1. The District will maintain a record of information in a violent incident log for every workplace violence incident; and

2. The District will provide annual effective training to unit members on the workplace violence prevention plan; and

3. The District will provide additional training when a new or previously unrecognized workplace violence hazard has been identified and when changes are made to the plan; and

4. The District will make incident logs, violence prevention plans, and all training materials available to unit members and their representatives upon request.

12.12 Student Violence
When, based on demonstrable facts, a unit member believes that the continued presence in class of a pupil represents a physical danger to the unit member, they may initiate proceedings for consideration of the pupil's exclusion. The Superintendent or designee will investigate the situation and take appropriate action in accordance with the District's Student Discipline Procedure. The Superintendent or designee will share their findings with the reporting teacher within ten (10) days of the conclusion of their investigation.

12.13 Legal Defense
If criminal or civil proceedings are brought against a unit member alleging that an assault was committed in connection with employment, such unit member may request the Board to furnish legal defense counsel in such proceedings. If the Board does not provide such counsel and the unit member prevails in the proceedings, then the Board shall reimburse the unit member for defense counsel fees incurred and shall reimburse the unit member for any loss in salary. (Government Code sections 995-996.4)

12.14 Employment Defined
As used in this Article, "employment" shall include any voluntary activities approved in writing by the administration which involve student activity.

12.15 Employee's Liability
Employees shall not be held liable for any loss of or damage to items of school property used away from the school premises when such use is done with the prior written consent of the employee's supervisor, unless such loss or damage is due to the fault of the employee.

12.16 Compensation for Property Loss
The District shall reimburse employees for any loss, damage, or destruction of clothing, automobiles, or personal property of the employee arising from assault and/or battery, theft, or vandalism while the unit member is on duty and on district property, or while conducting school business, unless such loss, damage, or destruction is due to negligence by the employee. In the case of assault and/or battery related losses, the District shall reimburse employees upon the filing of a written claim detailing the circumstances and extent of the loss. As a prerequisite to reimbursement, the employee shall have filed all required reports with the police and the employee's own insurance company. Any

reimbursement hereunder shall not be made for losses of less than twenty-five dollars ($25.00) and shall be limited to a maximum of two thousand and five hundred dollars ($2,500.00) or to the level of the employee's insurance deductible, whichever is less.

12.17 Personal Property Verification

An inventory of personal property used by employees for instructional purposes shall be filed with and approved by the appropriate supervisor prior to classroom use. The form for this inventory shall be made available to all employees on the District website. The form may be submitted at any time in the school year. In the case of loss by theft, vandalism, or accident to inventoried materials, the District shall reimburse the employee to the extent not covered by the employee's own applicable insurance protection, provided the employee has, when appropriate, filed a report with the law enforcement agency having jurisdiction. Such reimbursement shall not be made for losses of less than twenty-five dollars ($25.00) aggregate, nor of more than one thousand and five hundred dollars ($1,500.00) maximum per incident.

12.18 Personnel Files

12.18.1 The District Human Resources Office shall establish and maintain file(s) for each certificated employee. The file(s) shall be the official District repository for material in the following categories:

12.18.1.1 Materials associated with initial employment, such as applications, transcripts, placement files;

12.18.1.2 Materials necessary for and resulting from a person's employment in the District, such as credentials, payroll, assignment, promotion, transfer, performance evaluation, commendations, recommendations.

12.18.2 Such material is not to include ratings, reports, or records which:

12.18.2.1 Were prepared by identifiable examination committee members;

12.18.2.2 Were obtained in connection with a promotional examination.

12.18.3 Every unit member shall have the right to inspect materials upon request, provided that the request is made at a time when such person is not actually required to render services to the District.

12.18.4 Information of a derogatory nature, except material mentioned in Article 12.14.2, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. A unit member shall have the right to enter, and have attached to any such derogatory statement, their own comments thereon. Such review shall take place during the normal business hours of the central office, and the unit member shall be released from duty for this purpose without salary reduction. If a grievance relating to such materials is filed within ten (10) days of notification, such materials will be withheld from the personnel file until the grievance process is exhausted. If changes result from the grievance process, such materials will be modified accordingly and placed in the personnel file or eliminated. If no change results, the original materials will be placed in the personnel file.

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

12.18.6 The person or persons who draft material to be placed in a unit member's personnel file shall sign the material and signify the date on which such material was drafted.

12.18.7 The District shall keep a log indicating the persons who have requested to examine a personnel file as well as the dates such requests were made. Access to personnel files shall be limited to the involved unit member, to those persons so authorized by the unit member in writing, and to those administrators and Human Resources Office staff so authorized by the Superintendent. Board members may request the review of a unit member's file. Such a review must be in connection with a closed session of the entire Board. The contents of all personnel files shall be kept in the strictest confidence.

12.18.8 The District shall maintain the unit member's personnel files at the District's central office. Any files kept by the unit member's supervisor(s) shall not contain any permanent material.

12.19 Commission on Professional Competence

The District shall release certificated employees who are chosen to serve on the Commission on Professional Competence in accordance with Education Code section 44944. Such service shall be considered a professional responsibility, and the rights and duties of the certificated employee rendering such service shall be those contained in Education Code sections 44944 and 45047.

ARTICLE 13
EVALUATION

13.1 Philosophy of Evaluation

13.1.1 Evaluation Part of Education Process

Evaluation is an integral part of the education process. It must be recognized that evaluation is an ongoing process for the entire educational system based on the performance of each individual within the system. The goal of this process is to improve and maintain the quality of services of all certificated employees and to insure an optimum learning situation for all students of the Redlands Unified School District.

The evaluation process is part of the District's responsibility to continually monitor student's academic progress, social-emotional well-being, and the safe and secure learning environment. The primary focus in the evaluation of unit members shall be on coaching, support, professional development, and feedback related to the six (6) Standards.

The standards referred to in the following evaluation process are the California Standards for the Teaching Profession. Copies of these Standards and their key elements and descriptors of practice will be included as a part of the evaluative process and will be given to all teachers.

13.2 Application of the System

Evaluation procedures shall be implemented at the beginning of the school year and the following steps shall be taken:

13.2.1 Information Provided

All certificated personnel being evaluated shall be informed about the system at the beginning of the school year.

13.2.2 District-wide and Site-based Uniformity of Information

During the school year, every effort shall be made to ensure district-wide uniformity of the evaluation process.

13.2.2.1

District-wide and site-based initiatives for instructional levels and/or subject areas may be included in the evaluation.

13.2.2.2

Each unit member shall be held accountable for only the aspects of the educational program over which the member has authority and ability to correct deficiencies. Employee performance may be affected by class size, case load, abilities of learners, availability of support personnel, the learning environment, supplies, materials, facilities, required travel, and equipment provided. If, in the opinion of the employee, their performance is being significantly hindered by such matters, the employee may respond to their Summary Evaluation in writing.

13.2.3 Inservice Training – Administrators

The District shall provide ongoing professional development for all administrators so that district-wide uniformity of evaluation, philosophies, requirements, and procedures can be achieved.

13.3 Evaluation Elements
For all unit members, the basis for the written observation report and the summary evaluation report shall be in accordance with the state or negotiated standards.

13.3.1 Classroom Teachers
Classroom teachers will be evaluated based on the California Standards for the Teaching Profession (CSTP).

13.3.2 Counseling Staff
Counseling unit members will be evaluated based on the California Standards for the School Counseling Profession (CASC).

13.3.3 Certificated Support Staff
Certificated Support Staff unit members will be evaluated based on the negotiated standards. For purposes of this article, these positions include, but are not limited to: Nurse, Psychologist, Consulting Teacher, Librarian, Program Specialist, Speech and Language Pathologist, and Teacher on Assignment.

13.4 Evaluation Responsibilities
Unit members will be evaluated by their direct supervisor/designee.

13.4.1 Pool Option

13.4.1.1 District Pool of Observers
A District pool of observers consisting of those permanent certificated employees who indicate a willingness to serve as observers shall be constituted. The District administration shall provide appropriate in-service.

13.4.1.2 The teacher has the option to select an additional individual from a pool of permanent certificated employees of the District who have been trained as an Induction Coach or a Consulting Teacher to render one (1) additional observation. This pool may include an administrator or a permanent teacher.

13.4.1.3 The District-level administrator/principal has the option to select a person to assist as stated in section 13.4.1.2.

13.4.1.4 In the event that the evaluatee elects to be observed by an observer in addition to the observer assigned to them, this observer shall be requested in writing to the Superintendent/designee prior to January 15.

13.5 Evaluation Process

13.5.1 Evaluation Period
The evaluation period shall commence on the first duty day of the school year and continue through the last working day of that school year.

13.5.2 Unit Members

13.5.2.1 Non-permanent unit members shall be evaluated for the first two (2) years, as required by law, in order to determine whether or not the individuals are meeting District and State standards.

13.5.2.1.1 Temporary unit members shall be evaluated for the first two (2) years, then at least every two (2) years. Temporary unit members are not eligible for the five (5)-year evaluation cycle or the Alternative Evaluation format.

13.5.2.2 Permanent unit members shall be evaluated at least every two (2) years, except in the case of being placed on the five (5)-year evaluation cycle (Article 13.8).

13.5.2.3 The evaluatee's immediate supervisor, principal/designee, or, in the case of District Office personnel, division head/designee shall assist with positive action to correct any cited deficiencies. Such action shall include specific recommendations for improvement (Assistance Plan). Nothing contained herein shall prohibit the District from initiating Assistance Plans whenever the need arises.

13.5.3 Timeline for Permanent Unit Members

Prior to November 1	Each unit member shall meet for an Evaluation Overview Meeting
Prior to May 1	Each unit member shall have two (2) observations completed
Within ten (10) days of observations	Each unit member must meet with observer to review each formal observation
On or before May 15	Each unit member must receive a copy of the Summary Evaluation
On or before the last work day of the school year	Each unit member must meet with the observer to review and sign the Summary Evaluation

13.5.4 Timeline for Probationary and Temporary Unit Members

Prior to November 1	Each unit member shall meet for an Evaluation Overview meeting
Prior to December 15	Each unit member shall have first observation completed
Within ten (10) days of observation	Each unit member shall meet with observer to review the first formal observation

Prior to March 1	Each unit member shall have second observation completed
Within 10 days of observation and on or before March 1	Each unit member shall meet with observer to review the second formal observation
On or before March 1	Each unit member must meet to review and sign the Summary Evaluation

13.5.5 Evaluation of Certificated Support Staff Members of the Unit

13.5.5.1 A mutually acceptable plan using the Certificated Evaluation Goals and Objectives Form between the certificated support staff unit member and their supervisor shall include mid-year and end-of-year conferences regarding the unit member's performance as related to the elements. The plan shall be attached to the evaluation agreement. The evaluator has the responsibility to maintain confidentiality, if appropriate, while evaluating the member's performance of their specialized duties.

13.5.5.2 Each non-permanent, certificated support staff member of the unit shall be evaluated each year for the first two (2) years. The mid-year conference shall be held prior to December 15 and their Summary Evaluation conference shall be held prior to March 1, barring exigent circumstances.

13.5.5.3 Each permanent certificated support staff member of the unit shall be evaluated at least every two (2) years.

13.5.5.4 For permanent certificated support staff members of the unit, in the year of the evaluation, the Summary Evaluation conference shall be held prior to May 15, barring exigent circumstances.

13.5.5.5 The evaluatee's immediate supervisor, principal/designee, or, in the case of District Office personnel, division head/designee shall assist with positive action to correct any cited deficiencies. Such action shall include specific recommendations for improvement (Assistance Plan).

13.5.6 Evaluation of Independent Study Teachers

13.5.6.1 A mutually acceptable plan using the Certificated Evaluation Goals and Objectives Form between the Independent Study Teacher and their supervisor shall include mid-year and end-of-year conferences regarding the unit member's performance as related to the elements. The plan shall be attached to the evaluation agreement. The evaluator has the responsibility to maintain confidentiality, if appropriate, while evaluating the member's performance of their specialized duties.

13.5.6.2 Each Independent Study Teacher shall be evaluated each year for the first two (2) years. The mid-year conference shall be held prior to December 15 and their Summary Evaluation conference shall be held prior to March 1, barring exigent circumstances.

13.5.6.3 Each Independent Study Teacher, after serving two (2) years, shall be evaluated at least every two (2) years. In the year of the evaluation, the Summary Evaluation conference shall be held prior to May 15, barring exigent circumstances.

13.5.6.4 The evaluatee's immediate supervisor, principal/designee, or, in the case of District Office personnel, division head/designee shall assist with positive action to correct any cited deficiencies. Such action shall include specific recommendations for improvement (Assistance Plan).

13.6 Formal Observation Procedures

13.6.1 Evaluation Overview Meeting
Unit members shall meet with their evaluator to review procedures, standards, continuum of practice (if applicable), contract article (Article 13), forms, timelines, and the alternative evaluation format (if applicable).

13.6.2 Formal Pre-Observation
A pre-observation form shall be completed by the unit member prior to each observation. The unit member and the evaluator may meet to discuss the contents of the form prior to the actual observation. A meeting will be required for all non-permanent unit members.

13.6.3 Formal Observation
For both permanent and non-permanent unit members, the formal observation report shall be based upon a period of at least thirty (30) minutes unless the observer and the observee agree to a different time period. The observee may request specific times for observation.

13.6.4 Post-Observation Conference
The formal observation shall be followed within ten (10) school days by an observation report conference in which the observer and the observee shall review the written observation(s). Any observee who receives a negative observation report shall, upon request, be entitled to one (1) subsequent observation, conference, and written observation report for the requested observation.

13.6.5 Summary Evaluation
The Summary Evaluation is the final tool that concludes the evaluation process. The Summary Evaluation may be based on various performance factors, including but not limited to, formal and informal observation.

Whenever a Summary Evaluation has been prepared for a unit member, there shall be a conference at which time both the evaluator and the evaluatee shall sign the document. The evaluator and evaluatee will sign the Summary Evaluation acknowledging receipt of the document.

13.7 Alternative Evaluation Format

The Alternative Evaluation Format is available to certificated unit members who have completed at least three (3) successful evaluation cycles in the District immediately prior to this evaluation cycle (with the exception of 13.7.3). Once this option has been selected, the evaluatee shall develop their plans from the list of options:

13.7.1 The Alternative Evaluation Format will consist of the following:

The unit member and the site administrator shall meet to mutually agree on the evaluation plan based on the applicable negotiated standards. The timeline may encompass one (1) year or two (2) years by mutual agreement of the unit member and the site administrator. If the evaluation encompasses two (2) successive years and standards are met, then the unit member will have a one (1)-year interim prior to the next evaluation.

A minimum of two (2) conferences will be scheduled each year as a part of this evaluation format and will be incorporated into the evaluation plan. The purpose of the conferences will be to discuss progress toward the goals and objectives of the alternative evaluation project.

Prior to the permanent unit members' evaluation deadline, the unit member shall complete Part I – Teacher Self-Assessment, of the Alternative Summary Evaluation Report describing the progress toward meeting established goals. Progress toward these goals shall be the primary basis for evaluating the unit member. Prior to the evaluation deadline, the administrator will complete Part II of the Alternative Summary Evaluation Report.

13.7.2 Alternative Evaluation Plan Options

The plan for Alternative Evaluation may include, but is not limited to, the following: portfolio, journal, video, reciprocal partner, grade level and/or department project(s), individual project(s), recognized teacher improvement programs, and student and/or parent surveys.

13.7.3 Should a unit member receive a rating "*Does Not Meet Standards*" or "*Needs to Improve*" in the Alternative Evaluation Format, they will be provided with an Assistance Plan and be evaluated using the Observation Format during the next evaluation cycle.

13.8 Five (5)-Year Evaluation Cycle

Bargaining unit members, who have at least ten (10) years of regular public school experience for which a valid public school credential (K-12) was held and required, who have attained permanent status with the Redlands Unified School District, and who have completed the negotiated standards evaluation process with an overall evaluation rating of "Meets Standards," may be evaluated at least one (1) time every five (5) years. Either the employee or the evaluator may request or require evaluation in any school year.

13.9 Rating System

Unit members' evaluations will be based on a rubric of four (4) descriptors as follows: Does Not Meet Standards/Unsatisfactory, Needs to Improve, Meets Standards and Exemplifies or Exceeds Standards. Definitions of these descriptors are explained in the "Descriptors of Practice." The evaluator must include narrative comments in the case of a Does Not Meet Standards or Needs to Improve ratings.

For permanent and non-permanent unit members using the Observation Format, a Summary Evaluation includes:

Two (2) or more of the five (5) overall Standards pertaining to student instruction rated at "Does Not Meet Standards/Unsatisfactory" will equal an overall *Does Not Meet Standards/Unsatisfactory*, and will result in a referral to PAR (Mandatory for Review).

Three (3) or more of the five (5) overall Standards pertaining to student instruction rated at "Does Not Meet Standards/Unsatisfactory" or "Needs to Improve" will equal an overall *Needs to Improve*, and will result in a referral to PAR (Mandatory for Assistance).

13.9.1 Rebuttal
The evaluatee has the right to initiate a written reaction or response to the evaluation. Such a response shall become a permanent attachment to the copy of the evaluation in the unit member's personnel file. If such a response is filed within ten (10) duty days of the written evaluation, the evaluation document may be modified or corrected accordingly. This process may alter the final document before it is placed in the personnel file.

13.9.2 Grievance
If a grievance relating to the evaluation is filed within the exception period (ten [10] days), evaluation materials will be withheld from the personnel file until the grievance process is exhausted. If changes result from the grievance process, evaluation materials will be modified accordingly and placed in the personnel file.

13.10 Complaints
Any complaint made to an administrator regarding a unit member which may adversely affect the evaluation of the unit member shall be discussed with the member as soon as possible. Such complaints must be related to the member's job performance. Should the administrator or involved member deem it appropriate, a meeting shall be scheduled with the complainant, member, and administrator to review the stated concern. Uncorroborated complaints or information received from undisclosed complainants shall not adversely affect the evaluation of a member.

13.11 Summary Evaluation
The summary evaluation is the final tool that concludes the evaluation process. The summary evaluation may be based on various performance factors, including but not limited to, formal and informal observation.

ARTICLE 14
TRANSFER AND REASSIGNMENT

14.1 Definitions

14.1.1 Transfer refers to any action of the Administration which results in the movement of a member of the unit from one (1) work site to another.

14.1.2 Assignment is the initial placement of a member of the unit in a specific work site and departments/grade level(s) in the school district by the administration.

14.1.3 Reassignment refers to the change of assignment from one (1) instructional department/grade level to another at the same location.

14.1.4 For purposes of this Article, "qualified" shall be interpreted to mean successful teaching experience or academic preparation for the position under consideration as well as proper credentials. "Qualified" includes a rating of "meets or exemplifies/exceeds" standards on the two (2) most recent performance evaluations.

14.2 Transfers
The two (2) types of transfers are Employee-initiated (voluntary) and Employer-initiated (involuntary).

14.2.1 Employee-Initiated Transfer (Voluntary)

14.2.1.1 Employees who desire to transfer to another work site shall file a completed transfer request form with the Superintendent/designee prior to February 15. Requests will remain valid until July 1. The request will include the work site(s), in order of preference, to which the employee desires transfer as well as the subjects/grade levels within credential authorization which they are willing to teach. A conference shall be held within a reasonable period of time at the request of the unit member or the Superintendent/designee.

14.2.1.1.1 A temporary unit member who has served for three (3) years in the District may apply for any District-wide vacant bargaining unit positions for the subject/grade levels within their credential authorization.

14.2.1.2 An employee may make a request for a transfer at any time, prior to the filing deadline, for specific certificated vacancies.

14.2.1.3 In acting on requests for voluntary transfer, the three (3) qualified applicants with the greatest District-wide seniority shall be eligible for selection. Should a selection process be implemented to fill the vacancy on a transfer basis, at least one (1) unit member (department chairperson or grade level representative, for example) will serve as a member of the panel. An "Unsatisfactory" or "Needs to Improve" overall rating on the two most recent summary

performance evaluations may be cause for disqualification from consideration for a voluntary transfer.

14.2.1.4 In the event a transfer process does not result in a selected unit member for the site, as determined by interview and reference checks, the three (3) qualified applicants with the greatest District-wide seniority shall be afforded the option of competing with other outside candidates in accordance with Article 14.10.

14.2.1.5 The filing of a voluntary transfer application is without prejudice to the employee and shall not jeopardize the present assignment. A voluntary transfer application may be withdrawn in writing by the employee at any time prior to the notification that the transfer has been approved.

14.2.1.6 Any unit member who accepts a voluntary transfer shall be ineligible to file another voluntary transfer application or apply for another position in the district for the effective school year. The Superintendent/designee may consider exceptions to this provision based on the needs of the instructional program.

14.2.1.7 No employee shall be overtly or indirectly pressured by the Administration to seek a transfer.

14.2.1.8 Unit members assigned to two (2) or more work sites retain all voluntary transfer and reassignment rights at all sites.

14.2.2 <u>Employer-Initiated Transfer (Involuntary)</u>

14.2.2.1 Except where program needs dictate, as outlined in Article 14.2.2.2.2, the need for the involuntary transfer of a particular employee, no vacancies will be filled by means of an involuntary transfer if there is a request by a qualified volunteer. Volunteers will be sought from among those members of the site who are qualified. If no qualified volunteer is forthcoming, an involuntary transfer may be affected in accordance with this Article.

14.2.2.2 A transfer may be made by the District at any time for the reasons listed below:

14.2.2.2.1 A teacher/student imbalance;

14.2.2.2.2 Program needs of schools requiring employees with specific skills, credential(s) held, certificates (including, but not limited to, GATE, EL authorization/CLAD), experiences, and strengths;

14.2.2.2.3 To provide an opportunity to evaluate an employee in a different school or location, as an alternative to disciplinary action.

When this is necessary, an employee's area of competence, major or minor field of study,

experience and demonstrated success in the assignment, seniority, credential(s) held, certificates, and the requirements of the position will be considered in determining which employee is to be transferred. If there are no substantial, distinguishing differences in relation to these major factors, preference will be given to the employee with the greatest length of District service.

14.2.2.3 An involuntary transfer will be made only after an opportunity for a meeting between the employee involved and the Superintendent/ designee, at which time the teacher will be notified in writing of the reason therefore. The teacher may have the option to have a representative of the Redlands Teachers Association present at such a meeting. No teacher will be transferred without due process.

14.2.2.4 Notice of available positions will be given to all teachers being involuntarily transferred. Such teachers may request the positions, in order of preference, to which they desire to be transferred. The preferences expressed shall be considered until all positions are filled. This provision applies only to transfers under Article 14.2.2.2.1.

14.2.2.5 Notice of any involuntary transfer shall be given to the teacher as soon as practicable and, for transfers effective at the start of a school year, no later than July 15, except in cases of extenuating circumstances such as unforeseen changes in enrollment at particular schools or teacher illness.

14.2.3 Administrative Transfer
Notwithstanding Article 14, transfer of unit members may be initiated by the District, with the consent of the unit member, whenever such transfer is in the best interest of all parties concerned.

14.3 Transfer During School Year
If a teacher is transferred during the school year, they will be allowed two (2) days release time to set up the new class, observe other comparable programs, and gather necessary materials. No employee shall be transferred with less than five (5) days' notice.

14.4 Vacancies
All vacant bargaining unit positions shall initially be posted by 10:00 a.m., via District email on the first day of posting. Vacancies shall be posted for three (3) days within the District, prior to advertising externally. Whenever possible, postings shall indicate the probable site, grade level(s) and/or subject area(s).

14.5 Transportation For Materials
The District shall provide transportation for materials and custodial service to assist in relocation required by transfer.

14.6 Temporary Openings
Temporary openings will be filled at the discretion of the District. When temporary openings become vacancies, they will be opened to Bargaining Unit members and will be filled in accordance with Article 14.4.

14.7 Reassignment

14.7.1 Employee Initiated Reassignment (Voluntary)

14.7.1.1 Unit members who desire a change in grade level or subject assignment within a school, are responsible for monitoring email communication regarding site vacancies throughout the school year (including school breaks). Positions posted during a school break shall remain open for five (5) consecutive days. Unit members may request such a change in writing directly to the Principal, no later than February 15 of the year preceding the requested change, who shall have discretion to make assignment changes within a particular school.

14.7.1.2 The two (2) qualified applicants for reassignment with the greatest District-wide seniority shall be eligible for selection.

14.7.2 Employer Initiated Reassignment (Involuntary)

14.7.2.1 Except where program needs dictate, as outlined in Article 14.7.2.2.2, the need for the involuntary reassignment of a particular employee, no vacancies will be filled by means of an involuntary reassignment if there is a request by a qualified volunteer. Volunteers will be sought from among those members of the site who are qualified. If no qualified volunteer is forthcoming, an involuntary reassignment may be affected in accordance with this Article.

14.7.2.2 A reassignment may be made by the District at any time for the reasons listed below:

14.7.2.2.1 A teacher/student imbalance;

14.7.2.2.2 Program needs of schools requiring employees with specific skills, credential(s) held, certificates (including, but no limited to, GATE, EL authorization/CLAD), experiences, and strengths;

14.7.2.2.3 To provide an opportunity to evaluate an employee in a different grade or assignment, as an alternative to disciplinary action.

14.7.2.2.4 When a programmatic need occurs as determined by the Principal, a unit member may be moved no more than two grade levels after an opportunity for a meeting between the unit member, the site administrator, and Association representation, if desired by the unit member.

When this is necessary, an employee's area of competence, major or minor field of study, experience and demonstrated success in the assignment, seniority, credential(s) held, certificates,

and the requirements of the position will be considered in determining which employee is to be reassigned. If there are no substantial, distinguishing differences in relation to these major factors, preference will be given to the employee with the greatest length of District service.

14.7.2.3 An involuntary reassignment will be made only after an opportunity for a meeting between the unit member and the site administrator. The member may have the option to have a representative of the Redlands Teachers Association present at such a meeting.

14.7.2.4 If a unit member is reassigned they will be allowed one (1) day released time to set up the new class, if such reassignment involves all of their assignment. No member shall be reassigned with less than two (2) days' notice.

14.7.3 Administrative Reassignment
Notwithstanding Article 14, reassignment of unit members may be initiated by the District, with the consent of the unit member, whenever such reassignment is in the best interest of all parties concerned.

14.8 Reassignment/Classroom Change During School Year
If a teacher's assignment or classroom is changed during the school year, they will be allowed up to two (2) days of release time to set up the new class, observe other comparable programs, and gather necessary materials. No employee shall be reassigned with less than five (5) days' notice.

14.9 Combination Class Assignments
Assignment and reassignment to combination classes shall be on an annual systematic rotation basis. Combination classes shall be assigned as follows: volunteers will be sought to take the affected grade levels at the site; if no volunteers at the site are available, the combination class or classes shall be systematically rotated on an annual basis among the permanent teachers at the affected grade level(s). In order to teach a combination class, teachers must have at least four (4) years of teaching experience.

Systematic rotation will mean assignment of the permanent unit member who has not had a combination class, within the District, for the greatest number of years. Seniority will be the determining factor if the number of years since the last combination assignment are the same between two unit members. In that event, the teacher with the least District seniority, will be assigned the combination class.

Probationary teachers may not be placed in combination classes unless no permanent teachers meeting the above criteria are available at the site. The only exception to the previous statement will be if a first year teacher, assigned at the affected grade levels, has at least four (4) years of recent successful teaching experience. Whenever possible, no teacher shall be involuntarily assigned to a combination class two (2) consecutive years.

Combination class teachers shall have the first choice of vacant positions available at their site for the following school year or the choice of returning to the grade level they taught prior to accepting the combination class.

14.10 District Discretion

The choice of filling any and all vacancies through transfer and/or reassignment of currently employed personnel or through hiring and placement of newly hired personnel shall be at the discretion of the District. In the event that the District's decision is to solicit outside applicants for a vacancy, members with valid transfer requests/letters of intent submitted for the upcoming school year, in compliance with timelines found in Article 14.2.1.1, will be afforded the option of competing on an equal basis with all other candidates.

14.11 Special Assignments

A unit member who returns to the classroom after one (1) year in a special assignment shall return to their previously held position at their school site if such a position still exists. A unit member who returns to the classroom after two (2) years in a special assignment shall be guaranteed a position at their school site if such a position still exists. A unit member who returns to the classroom after three (3) years or longer in a special assignment shall be guaranteed a position within the District.

ARTICLE 15
CLASS SIZE

15.1 Elementary

15.1.1 Restrictions
The District shall comply with state-mandated limits on class size.

15.1.2 District Commitment
The District shall attempt, recognizing fiscal constraints, to reduce class sizes below the state-mandated levels in order to assure better student-teacher contact.

15.1.3 School Staffing Enrollment
Elementary school staffing shall be based upon the administration's projected end-of-first school month school-wide enrollment plus or minus a first-to-tenth month experience factor.

15.1.4 Staffing Allocation Ratios
Elementary school teaching staff allocations shall be derived by dividing the school staffing enrollment by the District-established ratios for elementary schools. Such ratios shall be as follows:

TK	30:1*
Kindergarten	30:1
Primary	30:1
Intermediate	32:1

* Based upon applicable state requirements

15.1.5 Maximum Class Size
After the end of the first month of school attendance, the following class maximums shall not be exceeded for over a ten (10) consecutive teaching day period. Class size for each elementary school in the District shall be based on the following class size maximums:

TK	30*
Kindergarten	32
Kindergarten (Full-Day)	24
Primary	32
Intermediate	35
Primary Combination Classes	30**
Intermediate Combination Classes	33

* Based upon applicable state requirements

15.1.5.1 The site administration and site leadership team will collaborate during the class creation process, and shall make all reasonable efforts to maintain equitable class sizes within K through 5 (K-5) grade levels.

15.1.6 Legal Requirements

When applicable legal requirements impose class size limits, the maximum class size should be either the legal limit or the Agreement limit, whichever is lower.

** Any combination class including a primary grade level class shall be staffed at the maximum primary level.

15.2 Middle School

All current contract language applicable to staffing and class size at the secondary level (Article 15.3) shall apply to the middle school level.

15.3 High School (9-12)

15.3.1 School Staffing Enrollment

Secondary school staffing shall be based upon the administration's projected end-of-first school month school-wide enrollment plus or minus a first-to-tenth month experience factor.

15.3.2 Staffing Allocation Ratios

Secondary school teaching staff allocations shall be derived by dividing the school staffing enrollment by the District-established ratios for secondary schools, such ratios not to exceed 32:1.

15.3.3 Principal's Discretionary Sections

The principal shall have at their sole discretion for meeting special instructional needs, a total of ten (10) sections. This number of sections shall be subtracted from the total school allocation before distribution to departments and must be used for instructional purposes. Wherever practicable, the principal shall consult with the Department Chairperson before allocating the sections.

15.3.4 Departmental Staffing

Regular teacher staffing of departments will follow the guidelines below, based upon the administration's projected end-of-first and/or sixth school month enrollments for the departments:

15.3.4.1 Physical Education teachers will have a class size maximum of fifty-five (55) and a maximum student contact number of two hundred and fifty (250) students per instructional day, unless the bargaining unit member accepts an extra period assignment and/or signs a waiver to accept a higher number of students.

15.3.4.2 Music shall be staffed at a ratio not to exceed 45:1.

15.3.4.3 Non-departmental classes will be staffed from the regular school-wide teacher allocation before application of the equitability factor described in Article 15.3.4.5 below.

15.3.4.4 No sections from the regular school-wide teacher staffing allocation shall be allocated for the following student course requests: Student Aides, Clerks, Assistants; ROP courses; Community College courses.

15.3.4.5 All other departments with the exception of those enumerated in Articles 15.3.4.1 through 15.3.4.4 inclusive shall be staffed based upon an equitability factor. The equitability ratio shall be determined by dividing the projected total number of student course enrollments at the school minus the departmental enrollments listed in Articles 15.3.4.1 through 15.3.4.4 inclusive, and those in classes where there exists physical or legal constraints, by the total number of authorized sections minus those used to cover the classes indicated in Articles 15.3.4.1 through 15.3.4.4 inclusive at the ratios stated herein and those utilized to cover classes in which there exist physical or legal constraints.

15.3.5 Second Semester Adjustments

At the sole discretion of the administration, second semester adjustments to departmental staffing allocations may be made utilizing the procedures outlined in Article 15.3.4.

15.3.6 Equitable Class Size

Recognizing the constraints of the diversity of student needs to be met through the student course selection and scheduling process, the District shall make all reasonable efforts to maintain equitable class sizes among the various sections of the courses.

15.3.7 Departmental Flexibility

The District and the Association recognize that there are benefits both to the educational program and to members of the unit to provide for flexibility with regard to staffing and class size within a department. Teachers within a department may determine, subject to the approval of the principal, class sizes within their department so long as student course requests are appropriately accommodated within the limits of the department's section allocation.

15.3.8 Departmental Maximums

The maximum departmental ratios shall be as stipulated in Articles 15.3.4.1, 15.3.4.2, and 15.3.4.3, above. For those departments covered in Article 15.3.4.5, the equitability ratio shall not exceed thirty-two (32) and the class size maximum shall not exceed thirty-five (35) except when it is the decision of teachers in any given department to provide for greater class sizes in some courses to allow smaller sections in others, or to allow for the provisions of special course offerings, pursuant to Article 15.3.7, above, in which case those teachers assigned the larger class size courses must concur with the decision. Individual teachers may also agree to carry greater class sizes in exchange for smaller classes in desired subject or specific content areas. (See Class Size Waiver Form, Appendix F.)

15.3.9 Class Size Adjustments

Within twenty (20) days after the beginning of each semester, if the maximum class size stated above is exceeded, the District will make adjustments by reorganizing classes within the staff of that school site. Following twenty (20) days after the beginning of each semester, class size will not exceed the maximum without the written request of the teachers as specified in Article 15.3.8 above.

15.4 Special Education: "Mainstreaming"

The District shall insofar as possible, equitably distribute "mainstreamed" special education students among like classes and course sections at each school site, and will give special consideration to the teachers of the classes which receive "mainstreamed" students. "Special consideration" in this Article shall be interpreted to mean the District's serious and consistent effort to establish class sizes in such a manner as to compensate for the increased demand upon teachers in meeting the needs of these special students.

15.4.1 High Impact Schools – Elementary

Any elementary school in which the mainstreaming of special day class students exceeds the District average of mainstreamed special education hours per regular classroom by five (5) hours per week or more based upon the previous year's counts, shall be considered a "high impact school." Grade level staffing ratios at such school(s) shall be at least one (1) student less than the district-wide staffing ratios.

15.5 Specialists – Staffing Patterns

In establishing staffing patterns for this article, the District will apply the following ratios:

15.5.1 Elementary – Librarian

One (1) for the District.

15.5.2 Middle Schools

15.5.2.1 Guidance Counselors

One (1) period of counseling for each one hundred (100) students.* **

15.5.2.2 Librarians

At least one (1) for the District, not to exceed a maximum of one (1) per school.

* GATE counselors not included in the ratio.
** Special project assignments are not included in the ratio.

15.5.3 Comprehensive High School – 9-12

15.5.3.1 Guidance Counselors

One (1) period of counseling for each eighty (80) students.* **

15.5.3.2 Librarians

One (1) for each school.

* GATE counselors not included in the ratio.
** Special project assignments are not included in the ratio.

15.5.4 Continuation High School

15.5.4.1 Guidance Counselors

The principal will assign a period of counseling for each forty (40) students.

15.5.4.2 Work Experience Educator
Equivalent of one (1) for every one hundred twenty-five (125) students enrolled in work experience.

15.5.5 Guidance Department

15.5.5.1 Psychologists
One (1) for every two thousand (2,000) students.

15.6 Changes in Specialist Staffing Ratios
The staffing ratios described in Article 15.5 shall be maintained for the duration of the Agreement. If changes in the staffing ratios for specialist positions for the following school year in a successor Agreement are anticipated by the District, the District shall communicate its intentions to the Association no later than April 1.

15.7 Maximum Class Size – Special Education

Special Day Class	18
Blended Special Education Class – Secondary	18
Mild/Moderate Separate Class – Secondary	18

ARTICLE 16
WORKING CONDITIONS

16.1 Work Areas and Materials

The District agrees to place at the disposal of unit members audio-visual and duplicating equipment, all in good working condition and materials reasonably accessible for the preparation of instructional materials. In addition, the District shall provide each member with the following:

16.1.1 A lockable desk and/or cabinet to which the unit member has a key (this provision shall be complied with as soon as practicable).

16.1.2 Closet or cabinet space to store coats and other personal articles.

16.1.3 Sufficient white boards.

16.1.4 Copies of materials used in each of the courses taught.

16.1.5 Storage space for instructional materials.

16.1.6 Paper, pencils, pens, dry-erase markers, erasers, and other such material required in daily teaching responsibilities.

16.1.7 Sufficient student desks to adequately seat all students assigned to any given classroom.

16.1.8 An internet connected computer and printer for each classroom used for instruction.

16.1.9 In shared spaces, an internet connected computer and access to a shared network printer.

16.2 Special Staff Facilities

The District shall make available in each school restroom facilities exclusively for staff use and at least one (1) room furnished that is reserved for use as a staff lounge. Provision for such facilities will be made in the development of all future school sites. All District sites will be designated as non-smoking pursuant to Board Policy 3513.3.

16.3 Telephone Facilities

The District shall provide a telephone in each classroom with local call capabilities provided such capability exists. Local call capabilities include but are not limited to the following constraints: may not be guaranteed in relocatable or temporary classroom settings; may involve calls directed through a switchboard; capability is contingent upon accessibility to outside lines available at the site.

16.4 Conditions of Concern

The District shall maintain safe and sanitary facilities. Unit members shall refer unsafe conditions or tasks which endanger their health, safety, or well-being to the administration for remedy. The Association shall appoint a unit representative to participate in any conference or walk-around inspection resultant from a unit member complaint. If such a condition is found to exist, it shall be remedied. If, in the opinion of the unit member, the condition is not remedied, such condition may be reported to the appropriate agency.

16.5 Instructional Interruption
Every effort shall be made to minimize maintenance, installation, or custodial work resulting in disruption of the instructional program.

16.6 Teacher Safety Participation
The Association shall be represented on the Risk Management Committee and all school site safety committees.

16.7 Noise Level
The noise level at any workstation shall not be in excess of 94.6 db. to ensure that the health or safety of the unit member is not adversely affected. No employee shall be required to work under conditions in violation of this standard.

16.8 Secondary Supervision
At secondary school dances and athletic events with large spectator participant attendance where teachers are expected to be present and supervision is required, security personnel will be scheduled for the purpose of assisting, supporting, and protecting on-duty unit members. At other large group activities where non-students are expected to be present and teacher supervision is required, security personnel will be provided as determined by the site administrator on an as-needed basis. Unit members are expected to observe, evaluate, and direct non-student behavior, if appropriate, and summon security personnel for assistance.

16.9 Environmental Concerns

16.9.1 Cal/OSHA requirements will be followed.

ARTICLE 17
SECONDARY SCHOOLS DEPARTMENT CHAIRPERSONS/GRADE LEVEL LEADERS

17.1 High School (9-12)

17.1.1 Departmental Organization

17.1.1.1 High school principals may provide for appropriate leadership of instructional departments through department chairpersons.

17.1.1.2 High school principals shall, at their sole discretion, determine the number and composition of instructional departments, provided that the number of such departments shall not exceed fifteen (15) at each high school.

17.1.1.3 The principal shall appoint a department chairperson for each established instructional department.

17.1.1.4 The principal shall consult with members of the instructional department(s) affected prior to making their appointment(s).

17.1.1.5 No person shall be appointed or reappointed to the position of department chairperson without their acceptance.

17.1.2 Department Chairpersons' Duties and Terms

17.1.2.1 The District shall, at its sole discretion, determine the kinds and levels of services to be provided by the department chairperson. Expectations of such services will be provided in writing to said department chair yearly.

17.1.2.2 Department chairpersons shall be appointed for a term of one (1) school year and shall be eligible for annual reappointment by the principal.

17.2 Middle School

17.2.1 Department Chairpersons

17.2.1.1 The middle school principal shall, at their discretion, determine the number and composition of instructional departments.

17.2.1.2 The District shall, at its sole discretion, determine the kinds and levels of services to be provided by the department chairperson. Expectations of such services will be provided in writing to said department chair yearly.

17.2.1.3 The principal shall appoint a department chairperson for each established instructional department.

17.2.1.4 The principal shall consult with members of the instructional department(s) affected prior to making their appointment(s).

17.2.1.5 No person shall be appointed or reappointed to the position of department chairperson without their acceptance.

17.2.2 Department Chairpersons' Duties and Terms

17.2.2.1 The District shall, at its sole discretion, determine the kinds and levels of services to be provided by the department chairperson. Expectations of such services will be provided in writing to said department chair yearly.

17.2.2.2 Department chairpersons shall be appointed for a term of one (1) school year and shall be eligible for annual reappointment by the principal.

17.2.3 Grade Level Leaders

17.2.3.1 The principal shall appoint two (2) leaders for each grade level.

The principal shall consult with members of the grade levels affected prior to making their appointments.

No person shall be appointed or reappointed to the position of grade level leader without their acceptance.

ARTICLE 18
STATUTORY OR JUDICIAL CHANGES

18.1 Savings

If any provision of this Agreement or any application thereof to any member is held by a court of competent jurisdiction to be contrary to law, or subsequent legislative action revises or rescinds current statutory provisions, then such provision or application shall be deemed invalid and severed from this Agreement, but all other provisions or applications shall continue in full force and effect. Should a provision or application be deemed invalid, as described above, the Board shall maintain such portion of the benefits as are legally allowable. Moreover, the Board and the Association shall renegotiate the portion of the provision(s) consistent with law should such renegotiation be requested by either party. Such negotiations shall commence not later than ten (10) days subsequent to the completion of required public notice procedures, which procedures shall be implemented no later than fifteen (15) days after receipt of the request to renegotiate.

18.2 Agreement – Supersede

This Agreement shall supersede any rules, regulations, or practices of the Employer which are contrary to or inconsistent with its terms.

18.3 Mandatory Benefits

The Board acknowledges its responsibility to provide members of the unit with mandatory benefits which are brought about by the amendment of or addition to statutory guarantees.

18.4 Changes in Statutory Provisions

Changes in teacher benefits which are brought about by the amendment or repeal of statutory guarantees specifically incorporated into this Agreement shall obligate the parties to renegotiate the provision or provisions as follows: such negotiations shall commence not later than ten (10) days subsequent to the completion of required public notice procedures, which procedures shall be implemented no later than fifteen (15) days after the receipt of the request to renegotiate.

ARTICLE 19
GRIEVANCE PROCEDURE

19.1 Purpose

The purpose of a grievance procedure is to process a claim of grievance and to secure, at the administrative level closest to the aggrieved, solutions to problems which may, from time to time, arise affecting the welfare or working conditions of unit members. This grievance procedure shall not be construed as in any way hindering, discouraging, or denying the settlement of complaints outside the structure of the grievance procedure.

19.2 Definitions

19.2.1 A "grievance" is a formal written allegation by a unit member or the Association, as set forth in Article 19.2.2, of a violation, misapplication, or misinterpretation of a specific provision of this Agreement that adversely affects the grievant.

19.2.2 A "grievant" is a member of the certificated bargaining unit filing a grievance, the Association, or the District.

19.2.3 The "immediate supervisor" is the lowest level administrator having immediate jurisdiction over the grievant who has been designated by the employer to adjust grievances.

19.2.4 A "party in interest" is the grievant and any person who might be required to take action or against whom action might be taken in order to resolve the grievance.

19.2.5 "Day" means any day on which the unit member is contractually required to render services to the employer.

19.2.6 "Association" shall mean the Redlands Teachers Association.

19.3 Rights to Representation

19.3.1 Grievant Rights

At the unit member's request, a grievant may be represented at all stages of the grievance procedure by themselves, their representative, or by an Association representative selected by the Association, except as provided in Article 19.3.4.

19.3.2 Association Rights

If the grievant is not represented by the Association, the Association shall have the right to be present and to state its views at all meetings, hearings, appeals, or other proceedings related to a grievance, except as provided in Article 19.3.4 below.

19.3.3 Class Grievances

If, in the judgment of the Association, a grievance affects a group of grievants or the Association, or Association rights, the Association may initiate and submit such grievance in writing at Level Two. Class grievances involving more than one (1) supervisor and grievances involving the administration above the level of the immediate supervisor may be filed by the Association at Level Two.

19.3.4 Grievance Adjustment without Association Intervention
Unit members may, at any time, present grievances to the District and have such grievances adjusted without the intervention of the exclusive representative, as long as the adjustment is reached prior to arbitration and the adjustment is not inconsistent with the terms of a written agreement then in effect. The District shall not agree to a resolution of the grievance until the exclusive representative has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

19.4 Procedure

19.4.1 Informal Level

19.4.1.1 Before filing a formal written grievance, the grievant should attempt to resolve the problem by an informal conference with the grievant's appropriate administrator. Unit members must clearly state to the administrator that the discussion relates to an informal grievance so that the nature and purpose of the discussion are understood by both parties. The administrator will respond in writing to the outcome of the discussion within two (2) days.

19.4.2 Formal Levels

19.4.2.1 Level One
If a grievant believes there is a basis for a formal grievance and wishes to utilize the grievance procedures, they shall present the grievance in writing to the appropriate administrator. The formal grievance document must be submitted on the appropriate form within twenty (20) days after the grievant should reasonably know of the occurrence of the act or omission giving rise to the grievance. Within ten (10) days after receipt of the grievance, the grievant and the administrator shall meet to discuss the grievance and attempt to arrive at a mutually satisfactory solution. Within ten (10) days after this meeting, the administrator shall send a reply in writing to the grievant with a copy to the Association.

19.4.2.2 Level Two
If the grievant or the Association is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within twenty (20) days after submission of the grievance at Level One, the grievant may, within thirty (30) days after the submission of the grievance at Level One, submit the grievance in writing to the Superintendent/designee. Within ten (10) days after receipt of the grievance, the grievant and the Superintendent/designee shall meet to discuss the grievance and attempt to arrive at a mutually satisfactory solution. Within ten (10) days after this meeting, the Superintendent/designee shall send their reply in writing to the grievant with a copy to the Association.

19.4.2.3 Level Three – Mediation
If the grievant or the Association is not satisfied with the decision at Level Two, it may, within ten (10) days, submit a written

request for mediation of the grievance. In this event the Association shall, within five (5) days, submit to the California State Mediation and Conciliation Service a written request for the immediate services of a mediator.

a. The function of the mediator shall be to assist the parties to achieve a mutually satisfactory resolution of the grievance. At the outset of this process, the mediator shall schedule a meeting at a mutually agreeable time for the purpose of resolving the matter through mediation.

b. If a satisfactory resolution of the grievance is achieved by means of this mediation process, both parties to the grievance shall sign a written statement to that effect, and thus waive the right of either party to any further appeal of the grievance.

c. The District and the Association have agreed that this level (Level Three of this Grievance Procedure) may be waived by mutual agreement. If no satisfactory settlement is reached within ten (10) days following the first meeting with the mediator, either party may appeal the grievance to the next level (Level Four).

19.4.2.4 Level Four

If the grievant or the Association is not satisfied with the disposition of the grievance at Level Three or if no decision has been rendered within twenty (20) days after the submission of the grievance at Level Two, the Association may, within thirty (30) days after the submission of the grievance at Level Three give written notice to the Superintendent/designee of its intent to submit the grievance to binding arbitration. Within ten (10) days of such notice, unless the parties mutually agree on an arbitrator, the Superintendent/designee shall request a list of five (5) arbitrators from the California State Mediation and Conciliation Service. The parties will meet to alternately strike names until an arbitrator is selected; with the first strike determined by coin toss. The arbitrator so selected will confer with the representatives of the Superintendent/designee and the Association and hold hearings promptly and will issue a decision as soon as reasonably practical after the date of the close of the hearing. The arbitrator's decision will be in writing and will set forth findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to change any of the Agreement, applicable rules, regulations, policies, or to make any decision which is violative of the Agreement, applicable rules, regulations, or policies. The decision of the arbitrator will be binding and will be submitted to the Superintendent/designee and the Association. The decision of the arbitrator shall be accepted by the District and the Association unless:

a. It is contrary to the clear weight of the evidence;

b. It is violative of applicable law;

c. It is the product of clear bias, interest, or fraud on the part of the arbitrator.

The cost for the services of the arbitrator, including per diem expenses, if any, travel, and subsistence expenses will be borne equally by the Board and the Association. Any other costs will be borne by the party incurring them.

Level Four Alternative – Expedited Arbitration
In the event that the grievance involves issues of a routine or non-complex nature, the Association and the District may, upon mutual written consent, agree to submit the grievance to expedited binding arbitration. The nature of such a proceeding shall be in accordance with the provisions of Article 19.4.2.4 except that:

a. No post-hearing briefs will be filed, and

b. The arbitrator shall issue either a bench award or an award within forty-eight (48) hours of the close of the hearing accompanied by a short explanation of the basis for the award.

The parties agree that the decision to participate or not participate in expedited arbitration shall not reflect adversely on either party. The parties further agree that neither party will unilaterally contact or request the services of an arbitrator for resolution of grievances through expedited arbitration.

19.5 General Provisions

19.5.1 Provision of Information
The parties in interest agree to make available to each other all pertinent information not privileged under law in their possession or control, and which is relevant to the issues raised by the grievance.

19.5.2 No Reprisals
No reprisals of any kind will be taken by the District against any persons involved in the processing of a grievance by reason of such participation.

19.5.3 Grievance Records
All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

19.5.4 Grievance Forms
Forms for processing grievances will be prepared jointly by the Superintendent/designee and the Association so as to facilitate operation of the grievance procedure. The costs of preparing such forms shall be borne by the District.

19.5.5 Time Limits
Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximums and every effort should be made to expedite the process. The time limits may,

however, be extended by mutual agreement in writing. In the event of emergency or that parties essential to the processing of the grievance are out of the District, the timelines should be adjusted accordingly.

19.5.6 Health and Safety Conditions

If a grievance alleges a violation, misapplication, or misinterpretation of a specific provision of this Agreement and involves a condition which imperils the health or safety of a member of the unit, such grievance may be directly submitted to Level Two of the grievance procedure. Within five (5) days after receipt of the grievance, a meeting with the Superintendent and the grievant shall be arranged. Within five (5) days after this meeting, the Superintendent shall send their reply in writing to the grievant with a copy to the Association. The parties agree that the sole purpose of this article is to expedite the processing of only those grievances as defined herein, and that this article in no way alters the obligation of the parties to comply with all other provisions of this Agreement.

19.6 Release Time for Grievance Processing

Should the investigation or processing of a grievance require that a grievant or Association representative be released from regular assignment, such release shall be without loss of pay or benefits.

ARTICLE 20
MANAGEMENT RIGHTS

20.1 The Board, on its own behalf and on behalf of the electors of the District hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of California, and of the United States, including, but without limiting the generality of the foregoing, the right:

20.1.1 To the executive management, organization, and administrative control of the District and its properties and facilities, and the activities of its employees;

20.1.2 To direct the work of its employees, determine the time and hours of operations, and determine the kinds and levels of services to be provided and the methods and means of providing those services including entering into contracts with private vendors for services, except such contracts shall not result in the lay-off of bargaining unit members as defined by Education Code sections 44949-44955;

20.1.3 To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, discipline, dismissal, or demotion; and to promote, assign, and transfer all such employees;

20.1.4 To establish educational policies, goals, and objectives; to ensure the rights and educational opportunities of students; to determine staffing patterns; to determine the number and kinds of personnel required in order to maintain the efficiency of District operation; and

20.1.5 To build, move, or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue.

20.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, 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 by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of California and the Constitution and laws of the United States.

ARTICLE 21
TEACHER LAYOFFS, NON-RENEWALS AND TERMINATIONS

21.1 Certificated Reduction in Force

The Board recognizes its obligation to meet and negotiate with the Association with respect to the impact of layoffs of members of the unit prior to the delivery of the final termination notices to the members affected. The District shall notify the Association a reasonable time in advance of the delivery of such notices in order that such meeting and negotiating can take place.

21.2 Notice of Non-Renewal or Termination

An employee who is not entitled to be rehired for the next school year shall be notified in writing no later than March 15 for probationary employees or May 15 for permanent employees. Temporary contract employees shall be notified as soon as possible.

ARTICLE 22
NOTICE

22.1 Whenever provision is made in this Agreement for the giving, serving, or delivering of any notice, statement, or other instrument, the same shall be deemed to have been duly given, served, or delivered, either upon personally delivering or by mailing the same by United States mail or by District mail to the party entitled thereto at the address as set forth below:

DISTRICT: SUPERINTENDENT
Redlands Unified School District
20 West Lugonia Avenue
Redlands, California 92374

ASSOCIATION: PRESIDENT
Redlands Teachers Association/CTA/NEA
410 Alabama Street, #102
Redlands, California 92373

22.2 Either party may change the address to which notice shall be given by notice sent in accordance with the provisions of this Article.

ARTICLE 23
PART-TIME AND SHARED CONTRACT EMPLOYMENT

23.1 Definition

A shared contract is defined as one in which one (1) position is shared by two (2) unit members for a period of not less than one (1) semester. A part-time contract position is defined as one in which a unit member agrees to less than a full-time position.

23.2 Eligibility and Application

Part-time and shared positions may be obtained by current full-time unit members by applying to the Human Resources Office by February 1 of each year prior to the school year for which part-time and/or shared contract assignment is requested. Exceptions to this date will be considered in the event of unusual circumstances and request shall be subject to District needs and final Board approval.

23.3 Selection of Position and Applicants

The District will periodically publish a list of positions which are available for part-time and/or shared contract employment. Unit members requesting part-time or shared contract positions will be scheduled to meet with the administrator(s) from the work site where such a shared or part-time position exists, in order to develop suitable combinations. The determination of part-time or shared positions and the selection of incumbents shall be the sole right of the District.

23.4 Shared Contracts

23.4.1 Persons sharing a contract must accept the responsibility of assuring the staff, administration, and parents that compatible classroom management will exist.

23.4.2 Shared contracts will be issued reflecting all pertinent information concerning the assignments (i.e., dates, indicating duration of the assignment, description of subject/grade level, location, salary, and benefits). The shared contract will incorporate the provisions of this Agreement and will include a statement: “If you wish to renew this shared position for the next school year, your written request must be filed in the Human Resources Office on or before February 1 of the school year in which this contract applies.”

23.5 Return to Full-Time Position

23.5.1 Full-time unit members opting for reduction in time may, at their option, return to full-time employment the following year if a vacancy for which they are qualified exists. Such unit members shall otherwise be offered the first vacant position for which they are qualified. The District and the unit member may agree on a definite return date as part of the part-time and shared contract agreement.

23.5.2 Unit members intending to return to full-time status in August must notify the District of their intent to do so by February 1 of the year that they wish to return to full-time status.

23.5.3 Unit members returning to full-time status will be entitled to the same rights as any other unit member on a paid leave status.

23.5.4 Unit members participating in the program who have not had full-time employment status with the District may apply for full-time employment. The District is under no obligation to honor their request.

23.6 Compensation

A participant in the part-time program shall receive the proportionate amount of the regular annual salary paid in equal monthly installments, or as mutually agreed upon by the unit member and the District. Participants shall be eligible for a proration of the District contribution toward the fringe benefit programs applied in the same manner as salary.

Part-time and/or shared assignment unit members shall receive a full year's step advancement on the salary schedule provided they teach at least fifty percent (50%) of their actual teaching calendar days in a school year for two (2) consecutive years. Salary advancement adjustments will be made on July 1 of any given year.

23.7 Time Requirements

23.7.1 The time requirements for a part-time position shall be proportionate to the regular workday. Part-time employees will not be paid for preparation time.

23.7.2 Teachers in part-time positions will be required to attend "Back-to-School Night." Faculty meetings and site/district professional development trainings shall be attended when mutually agreed upon by the unit member and the school principal.

ARTICLE 24
MAINTENANCE OF STANDARDS

24.1 District Policies and Rules

It is recognized that many current policies of the Redlands Unified School District Board of Education and existing Administrative Rules and Regulations of the District are not covered by this Agreement. In the absence of specific provisions in this Agreement, District policies, rules, regulations, practices, and procedures outside the scope of representation remain discretionary with the District. District policies, rules, regulations, practices, and procedures within the scope of representation shall not be modified by the District without first complying with the collective bargaining requirements of the Educational Employment Relations Act. Such modifications shall not conflict with specific provisions in this Agreement. In effectuating the above, the District shall provide the Association with reasonable written advance notice of any contemplated changes. The District shall provide the Association President with up to five (5) copies of the full Board agenda for any public meeting of the Redlands School Board. In addition, an electronic copy will be sent to the Association President. These copies shall be made available to the Association no later than copies sent to the individual Board members. The Board further recognizes the Association's right to consult at the Association's request, on matters regarding the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks to the extent to which such matters are within the discretion of the Board. Subsequent to such consultation, however, the Board reserves all management authority and discretion to take action regarding these matters without recourse to the grievance procedure.

24.2 Agreement Prevailing

In the event such policies and regulations do conflict with the master Agreement, the Agreement shall prevail.

24.3 Continuing Duty to Meet and Negotiate

Nothing in the above shall diminish the duty of the Board and the Association to meet and negotiate regarding matters within the scope of representation, as described in this Agreement.

ARTICLE 25
SUMMER SCHOOL

25.1 All certificated members employed by the District are eligible and may apply for summer school assignments.

25.2 Summer school employment preference shall be given to those applicants who taught full-time the previous school year in the Redlands Unified School District.

25.3 Consideration shall also be given to a teacher's major and/or minor field of study and classroom experience at the appropriate instructional level.

25.4 Any teacher who develops an outline for a new course which is incorporated into the summer school program shall be given the opportunity to teach that course of study the first summer it is offered.

25.5 Initial summer school assignments shall be made as soon as possible but no later than the last instructional day of the academic calendar. Such assignments shall be subject to enrollment.

25.6 Notification of assignment to summer school shall be in writing and shall include the tentative location and subject(s) to be taught. Those applicants not selected for an assignment shall also be notified in writing.

25.7 Compensation for summer school shall be as provided for in Appendix A-2.

25.8 Initial enrollment for secondary summer school classes will be limited to no more than 45 students. At the conclusion of the tenth (10th) day of each "summer semester," any teacher who has maintained a class size enrollment in excess of thirty-five (35) students will receive compensation for an additional hour of pay per day for that entire summer school semester session.

25.9 Summer school employees shall be granted sick leave in accordance with Article 8.2.3.

ARTICLE 26
ADULT SCHOOL

26.1 Assignments Eligibility
All teachers employed full-time by the District are eligible and may apply for adult school assignments.

26.2 First Consideration
In filling adult school positions, qualified unit members presently assigned to adult school who have completed a request for consideration of additional teaching hours form, shall be given first consideration based on instructional qualifications and successful teaching experience.

26.3 Posting Vacancies
Anticipated adult school positions for the first semester of the ensuing school year shall be posted by the Administration in each school no later than June 10. Individuals desiring adult school employment shall file application by July 1 with the adult school office. Such anticipated vacancies for the second semester shall be similarly posted, not later than January 1, with an application deadline of January 15.

26.4 Assignment Deadlines
Anticipated adult school assignments for the ensuing school year shall be made no later than August 15. Adult school assignments for the second semester shall be made no later than the beginning of the second semester. Such assignments shall be subject to sufficiency of student enrollment.

26.5 Assignment Notification
Notification of assignment to adult school shall be in writing and shall include the tentative location and subject(s) to be taught. Those applicants not selected for an assignment shall also be notified in writing.

26.6 Preparation Time
Adult educators who teach ten (10) or more hours per week shall be granted compensated preparation time per week on the basis of one (1) hour of preparation time to five (5) hours of instructional time.

26.7 Compensation
Compensation for adult school shall be as provided for in Appendix A-2.

26.8 Health and Welfare Benefits
Adult Education unit members are eligible for participation in the District health benefits program as described in Articles 7.3 – 7.7, inclusive, only if they regularly work a schedule of twelve and one-half (12 1/2) hours per week or more. “Regularly” shall be defined, for purposes of this article, to mean an assignment which, in the judgment of the administration, will continue at the number of hours specified, throughout the fall and spring semesters of any given school year. Participation in the District benefits program on the part of part-time Adult Education members shall be:

26.8.1 Voluntary on the part of the member who works less than full-time hours.

26.8.2 Predicated upon the following payment participation by the member after the District has made their contribution as detailed in Article 7.14 Annual Health

and Welfare Benefits contribution, as it bears to full-time status, as listed below:

	District Contribution	Employee Pays
36 hours or more	100%	Any additional cost above District contribution
27 to 35 hours	75%	25%, plus any additional cost above the pro-rated District contribution
18 to 26 hours	50%	50%, plus any additional cost above the pro-rated District contribution
12.5 to 17 hours	25%	75%, plus any additional cost above the pro-rated District contribution

26.9 Instructional Day
Adult Education unit members shall be in their classrooms promptly at the beginning of the class period and remain until the assigned teaching period is concluded.

26.10 Sick Leave
Adult Education unit members shall accrue sick leave at the rate of one (1) hour for every twenty (20) hours of service.

26.11 Maternity Benefits
Hourly or part-time Adult Education unit members are not eligible for Maternity Leave benefits or provisions.

26.12 Accident Reports
If an Adult Education unit member is injured on the job, they must contact the District's designated workers' compensation reporting agency.

26.13 Calendar
The Adult School calendar shall be provided on the District's website.

26.14 Bereavement Leave
Adult Education unit members shall be entitled to five (5) days of paid leave of absence, as assignment bears to full time, on account of the death of any member of their immediate family. This leave shall not be deducted from sick leave.

26.15 Jury Duty Leave
On the first day Adult Education unit members are to report for Jury Duty, the following provisions shall apply:

26.15.1 A unit member granted jury duty leave shall be granted full compensation according to their regularly scheduled hours for one day of jury duty service. The unit member is required to submit an affidavit verifying completion of jury service.

26.15.2 Adult Education unit members who report for jury service and are released prior to noon shall call their work site to determine with their immediate supervisor what professional activities they will complete to fulfill their contract hours.

ARTICLE 27
COMPLETE UNDERSTANDING/NEGOTIATIONS DURING TERM

27.1 Complete Understanding

The Association acknowledges that during the negotiations which preceded this Agreement, the Association had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective negotiations, and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement shall constitute the full and complete commitments of both parties. During the term of this Agreement, neither party shall be required to negotiate with respect to any matter whether or not covered by this Agreement except as established in Articles 18.1 and 18.4 of this Agreement or such other reopening language as may be agreed upon by the parties. This shall not be construed to violate any legal duty of either party to bargain, regarding changes in the terms and conditions of employment.

27.2 Negotiations During Term

Nothing in this Agreement shall prevent the Board and the Association from renegotiating any part of this Agreement (during the duration of this Agreement) should such renegotiation be mutually agreed to in writing by both parties.

27.3 Modifications

Any modifications of this Agreement agreed to by the parties shall be made in writing and signed by the parties.

ARTICLE 28
SUBCONTRACTING

28.1 Right to Subcontract
The District shall not contract out or subcontract services which are currently performed by unit members except in accordance with the following procedures:

28.1.1 Notification
The District shall notify the Association no less than seventy (70) days prior to Board action regarding the subcontracting of any services currently provided by unit members.

28.1.2 Meet and Negotiate
Subsequent to notification pursuant to Article 28.1.1, above, the District shall meet with the Association, upon request, to negotiate over the impact, if any, on unit members as a result of subcontracting for services.

28.1.3 Layoff
Notwithstanding the provisions of this Article, the District shall not enter into contracts with private vendors for services which would result in the layoff of certificated bargaining unit members as defined by Education Code sections 44949 and 44955.

ARTICLE 29
NO STRIKE, NO LOCKOUT

29.1 Resolution of Differences
The Exclusive Representative and the Board agree that differences between the parties hereto shall be dealt with by peaceful means as provided in this Agreement in the Educational Employment Relations Act.

29.2 No Strike
During the term of this Agreement, the Exclusive Representative, in consideration of the terms and conditions of this Agreement, will not call, engage in, instigate, support, or condone any strike, work stoppage, or any concerted refusal to perform work duties, and will undertake to exert the best efforts to discourage any such acts by any employees in the unit, and will, in good faith, take all appropriate steps to cause unit members to cease any such acts.

29.3 No Lockout
During the term of this Agreement, the Board, in consideration of the terms and conditions of this Agreement, will not authorize or permit any lockout of any persons covered by this Agreement.

29.4 Right to Concerted Activities
During the period(s) of any reopener(s) of this agreement and after the expiration of the term of this Agreement, the parties hereto recognize that the Exclusive Representative, its officers, agents, members of the Association and unit members have a protected right to engage in the concerted activities set forth in Article 29.2, above, provided that impasse resolution mechanisms under the EERA have been utilized in good faith.

ARTICLE 30
HOME TEACHERS

30.1 Compensation
Compensation for Home Teachers shall be as provided in Appendix A-2.

30.2 Preparation Time
Home Teachers shall be granted one (1) hour of compensated preparation time at the beginning of each new case assignment for purposes of coordinating program and materials with the home school staff.

30.3 Health and Welfare Benefits
Home Teacher unit members are eligible for participation in the District health benefits program as described in Articles 7.3 – 7.7, inclusive, if they regularly work a schedule of 12 ½ hours per week or more. "Regularly" shall be defined, for purposes of this article, to mean an assignment which, in the judgement of the administration, will continue at the number of hours specified, throughout the fall and spring semesters of any given school year. Participation in the District benefits program by part-time Home Teacher unit members shall be:

30.3.1 Voluntary on the part of the unit member who works less than full-time hours.

30.3.2 Predicated upon the following payment participation by the member after the District has made their contribution as detailed in Article 7.14 Annual Health and Welfare Benefits contribution, as it bears to full-time status.

	District Contribution	Employee Pays
36 hours or more	100%	Any additional cost above District contribution
27 to 35 hours	75%	25%, plus any additional cost above the pro-rated District contribution
18 to 26 hours	50%	50%, plus any additional cost above the pro-rated District contribution
12.5 to 17 hours	25%	75%, plus any additional cost above the pro-rated District contribution

30.4 Instructional Day
The Home Teacher unit member's instructional day shall, whenever practicable, begin no earlier than 7:00 a.m. and end no later than 5:00 p.m. Individual work hours shall be those arranged between the home teacher and their student(s).

30.5 Accident Reports
If a Home Teacher unit member is injured on the job, they must contact the District designated workers' compensation reporting agency.

ARTICLE 31
PUBLIC COMPLAINT

31.1 The Board of Education recognizes the integrity and professionalism of its employees and desires to support their actions in such a manner that employees are freed from unnecessary, spiteful, or negative criticism and complaints.

31.2 Every effort should be made to resolve complaints concerning school District employees at the earliest possible stage in accordance with the following procedures:

31.2.1 Complaints concerning District personnel should, whenever possible, be made by the complainant directly to the employee against whom the complaint is lodged.

31.2.2 Complaints not resolved at the informal level, above, shall be directed by the complainant to the employee's administrative supervisor.

31.2.2.1 Any complaint regarding an employee's job performance which may affect the employee's evaluation shall be discussed with the employee as soon as possible.

31.2.2.2 Should the administrator or involved employee deem it appropriate, a meeting shall be requested with the complainant, employee, and administrator to review the stated concern. Such meeting shall be held at a reasonable time (within the employee workday) and place mutually agreed upon by the parties. Adequate notice of the complaint involved, and the nature of the complaint, shall be given to the employee(s) prior to the meeting.

31.2.2.3 If informal discussion between the administrator and complainant fails to bring about resolution of the complaint, the complainant shall be requested to state the complaint in writing. Such written complaint shall be discussed with the involved employee. Failure of the complainant to state the complaint in writing shall be deemed by the District to be withdrawal of the complaint.

31.2.2.4 The administrative supervisor shall appropriately review and analyze the written complaint and submit resolution strategies to the complainant and involved employee.

31.2.3 If the complaint, after review by the administrative supervisor, remains unresolved, the supervisor shall refer the written complaint, together with the supervisor's report and analysis of the situation, to the Superintendent/ designee. The resolution decision of the Superintendent/designee shall be final, unless appealed to the Board of Education.

31.2.4 The Board of Education is not required to consider the appeal. In the event the Board of Education chooses to consider the appeal, no hearing will be held on any complaint unless and until the Board has received the Superintendent's written report concerning the complaint. he Superintendent's report shall contain, but not be limited to, the following:

31.2.4.1 The name of each employee involved.

31.2.4.2 A brief but specific summary of the nature of the complaint and the facts surrounding it, sufficient to inform the governing board and the employee(s) as to the precise nature of the complaint and to allow the employee(s) to prepare a defense.

31.2.4.3 A true copy of the signed original of the complaint itself.

31.2.4.4 A summary of the action taken by the Superintendent in connection with the complaint, with the Superintendent's specific finding that disposition of the case at the Superintendent's level has not been possible and the reasons therefore.

31.2.4.5 The written report of the Superintendent shall be provided to the employee(s) involved at least five (5) working days prior to any hearing held by the Board of Education on such complaint.

31.2.5 At the Board's discretion, all parties involved, including the school administration, shall be requested to attend such a hearing, for the purposes of presentation of all available evidence, allowing every opportunity for explanation, and for clarifying the issue.

31.2.6 The decision of the Board of Education following the hearing shall be final. Any action of the Board of Education shall be consistent with the terms of the Agreement.

31.3 Uncorroborated complaints received, or information received from undisclosed complainants shall not adversely affect the performance evaluation of any school District employee.

31.4 Any involved employee shall be afforded the full right to representation at all stages of this procedure.

31.5 Only a failure to follow the specific steps or procedures contained in the Article can be subject upon which a grievance may be filed.

ARTICLE 32
PEER ASSISTANCE AND REVIEW PROGRAM

32.1 Peer Assistance and Review (PAR)
The Redlands Teachers Association and the Redlands Unified School District strive to provide the highest quality of education to students. In order for students to succeed in learning, teachers must succeed in teaching. Therefore, the parties agree to cooperate in the design and implementation of the PAR program to improve the quality of instruction through expanded and improved professional development and peer assistance.

32.2 Peer Assistance and Review (PAR) Panel

32.2.1 The PAR Panel shall consist of seven (7) members: four (4) permanent unit members, selected through a process determined by the Association, and three (3) administrators appointed by the Superintendent.

32.2.2 The PAR Panel shall establish its own meeting schedule. Meetings shall take place during the regular teacher workday and substitutes shall be provided to release unit members from their duties. Should these duties require time beyond the regular workday, unit members shall be paid at the rate negotiated by the parties to implement the program.

32.2.3 Five (5) members of the PAR Panel shall constitute a quorum. The PAR Panel shall use a consensus model for decision making. Should a vote be required on any issue, an affirmative vote of at least five (5) members shall be required.

32.2.4 The PAR Panel will:

32.2.4.1 Provide annual training for PAR Panel members.

32.2.4.2 Administer the PAR Program – establish its own rules of procedure, including the selection of the chairperson who will serve a one (1)-year term. The chairperson shall alternate between the Association and District.

32.2.4.3 Establish and implement a procedure for application and selection of the Lead Consulting Teacher (if the District has a full-time release program) and Consulting Teachers.

32.2.4.4 Provide training for the Lead Consulting Teacher (full-time release) and Consulting Teachers.

32.2.4.5 Approve staff development and training opportunities developed by Consulting Teachers prior to implementation.

32.2.4.6 Send written notification of participation in the PAR Program to the Mandatory for Review Participating Teacher, the Consulting Teacher, and the Site Principal/Evaluator.

32.2.4.7 Assign the Consulting Teacher to the Participating Teacher.

32.2.4.8 Adopt rules and procedures to affect the provisions of this article. Develop forms necessary for rules and procedures. (Adopted rules

and procedures shall be consistent with the terms of this agreement and District Board Policies and Administrative Regulations.)

32.2.4.9 Distribute a copy of the adopted rules and procedures to all unit members at the beginning of each school year.

32.2.4.10 Determine the number of Consulting Teachers and establish their caseloads.

32.2.4.11 Monitor and evaluate the effectiveness of the Consulting Teachers and make decisions regarding their continuation in the program. The PAR Panel may remove a Consulting Teacher from the position at any time because of the specific needs of the PAR Program, unsatisfactory performance of the Consulting Teacher, or for other reasons which serve the best interests of the PAR Program. Prior to the effective date of such removal, a PAR Panel representative, elected by the majority of the PAR Panel, will meet with the Consulting Teacher to discuss the reasons for removal.

32.2.4.12 Monitor the progress of each Participating Teacher by reviewing status reports regularly submitted by the Consulting Teacher. The PAR Panel is updated at regular intervals on the progress being made by participants.

32.2.4.13 Review information provided by Consulting Teachers regarding hours of observations, issues addressed, feedback, and other pertinent information.

32.2.4.14 Review the final report prepared by the Consulting Teacher and make recommendations to the Board of Education regarding the Mandatory for Review Participating Teacher's progress in the PAR Program.

32.2.4.15 Develop and maintain a budget for the PAR Program subject to the approval of the Board of Education.

32.2.4.16 Evaluate the impact of the PAR Program in order to make changes to improve the program.

32.2.5 A PAR Panel member shall neither participate in discussion nor vote on any matter in which they have a professional or personal conflict of interest.

32.3 Consulting Teachers

32.3.1 A Consulting Teacher is a permanent unit member who provides assistance to a Participating Teacher pursuant to the PAR Program. Consulting Teachers will possess the following qualifications:

32.3.1.1 A Clear California Teaching Credential;

32.3.1.2 Successful teaching experience in the Redlands Unified School District for a minimum of three (3) years, spending at least sixty

percent (60%) of a full time position providing classroom instruction to students;

32.3.1.3 Demonstrated ability to work successfully with racially, culturally, and linguistically different groups;

32.3.1.4 Demonstrated exemplary teaching ability;

32.3.1.5 Demonstrated talent in written and oral communications;

32.3.1.6 Demonstrated leadership ability or potential within the profession;

32.3.1.7 Demonstrated ability to work cooperatively and effectively with other professional staff members;

32.3.1.8 Extensive knowledge of subject matter and mastery of a range of teaching strategies including classroom management and instructional techniques.

32.3.2 Consulting Teachers shall be selected and submitted for approval to the Board of Education by a vote of the PAR Panel following a selection process.

32.3.3 Consulting Teachers shall be selected as follows:

32.3.3.1 An announcement of vacancies will be posted annually throughout the District with an application deadline.

32.3.3.2 Applicants shall submit application forms for the position of Consulting Teacher.

32.3.3.3 Applicants shall submit at least two (2) references from individuals who have direct knowledge of the applicant's ability in both teaching and working with colleagues. At least one (1) letter shall be from the immediate supervisor and one (1) from a teacher or Association representative.

32.3.3.4 Consulting Teachers shall be selected by a majority vote of the PAR Panel after a minimum of two (2) representatives of the PAR Panel have conducted a classroom observation. Whenever possible, classroom observations shall be conducted by at least one (1) teacher and one (1) administrator.

32.3.3.5 Applicants who are not selected as Consulting Teachers shall be notified in writing.

32.3.4 In the event of a full-time release program, terms shall be staggered to provide continuity and collegial support among Consulting Teachers. The PAR panel will create staggered terms when needed. A Consulting Teacher shall be eligible for one (1), three (3)-year term and then must serve in the classroom for at least three (3) years before reapplying for the Consulting Teacher position. All terms are subject to annual evaluation by the PAR Panel.

32.3.5 Consulting Teachers shall continue in their current assignment until the Panel determines the need for a Consulting Teacher. Identification by the Panel as a Consulting Teacher is not a guarantee of an active assignment.

32.3.6 Consulting Teachers will be given release time to serve Participating Teachers. The number of participants and available programs and funding shall determine Consulting Teacher to Participating Teacher ratios.

32.3.7 Should a vacancy exist because a Consulting Teacher cannot fulfill their term, a replacement appointee shall serve the remainder of the former Consulting Teacher's unexpired term. Appointment of a replacement shall be the responsibility of the PAR Panel.

32.3.8 Consulting Teachers shall be paid for any work outside their contractual workday.

32.3.9 If full-time release, a Consulting Teacher may work a maximum of ten (10) additional days at the appropriate per diem rate. Extensions beyond the ten (10) days may occur upon agreement between the PAR Panel and the Consulting Teacher.

32.3.10 The Consulting Teacher shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, training, referring, or by any other activities which, in their professional judgment, will assist the Participating Teacher.

32.3.11 The Consulting Teacher shall maintain a log of contacts and specific support given to each Participating Teacher.

32.3.12 The Consulting Teacher shall meet with the Mandatory for Review Participating Teacher to discuss the PAR Program; establish mutually agreed upon performance goals; develop a support plan and develop a process for determining successful completion of the program. The Consulting Teacher shall conduct multiple observations of the Mandatory for Review Participating Teacher's performance with students and shall meet with the Mandatory for Review Participating Teacher to review and discuss observations.

32.3.13 The Consulting Teacher shall monitor the progress of the Mandatory for Review Participating Teacher and provide periodic written reports to the Mandatory for Review Participating Teacher for discussion and review prior to sending periodic reports to the PAR Panel.

32.3.14 The Consulting Teacher shall submit the final report to the Mandatory for Review Participating Teacher to receive their signature to verify delivery and receipt.

32.3.15 The Consulting Teacher shall submit a written report to the PAR Panel on the progress of each Mandatory for Review Participating Teacher at least mid-year. These reports shall be discussed with the Mandatory for Review Participating Teacher. The final report will be submitted to the PAR Panel by the end of the Mandatory for Review Participating Teacher's school year.

32.3.16 Upon written request of the Consulting teacher and/or the Participating Teacher, the PAR Panel may assign a different Consulting Teacher to work with the Participating Teacher at any time during the year.

32.3.17 If full-time release, upon completion of service as a Consulting Teacher, they will be returned to the position which they held prior to becoming a Consulting Teacher. If that position no longer exists, they shall be provided a similar position that they are credentialed to teach. The Association agrees that this may require the District to employ additional temporary teachers.

32.4 Lead Consulting Teacher (Full-Time Release)

32.4.1 The Lead Consulting Teacher is a permanent unit member who provides support to both the PAR Panel and the Consulting Teachers as well as serving as a Consulting Teacher.

32.4.2 The qualifications and selection process for the Lead Consulting Teacher shall be in accordance with Articles 32.3.1, 32.3.2, and 32.3.3 of this PAR Program. Except for the first year, the Lead Consulting Teacher will be selected in the month of February of the year prior to the beginning of service as a Lead Consulting Teacher.

32.4.3 The first Lead Consulting Teacher may serve a term for up to four (4) years. After the second year of the PAR Program, a Lead Consulting Teacher shall be eligible for one three (3)-year term, and then must serve in the classroom for at least three (3) years before reapplying for the Lead Consulting Teacher position.

32.4.4 The Lead Consulting Teacher shall be provided full release time to provide services to the PAR Panel, Consulting Teachers, and Participating Teachers. The Lead Consulting Teacher shall continue on a full-time release basis until the PAR Panel determines that their services are no longer needed.

32.4.5 The Lead consulting Teacher shall have the following responsibilities:

32.4.5.1 Plan, coordinate, facilitate, and present at teacher orientation programs;

32.4.5.2 Assist with the integration of the Peer Assistance Program with the District's New Teacher Program;

32.4.5.3 Assist with the staff development program for both new and veteran teachers;

32.4.5.4 Establish a resource bank of veteran teachers as a resource for the consulting Teachers(s) to utilize while assisting the Participating Teacher(s);

32.4.5.5 Assist Participating Teachers by demonstrating, observing, coaching, conferencing, training, referring, or by any other activities which, in their judgment, will assist the Participating Teacher.

32.5 Participating Teachers

32.5.1 A Participating Teacher is a unit member who receives assistance and coaching to improve instructional skills, classroom management, knowledge of subject matter and related aspects of teaching performance. There are three (3) categories of Participating Teachers:

32.5.1.1 Mandatory for Review Participating Teacher

32.5.1.2 Mandatory for Assistance Participating Teacher

32.5.1.3 Voluntary Participating Teacher

32.5.2 Mandatory for Review Participating Teachers

32.5.2.1 A Mandatory for Review Participating Teacher is a classroom teacher with permanent status who receives an overall evaluation of unsatisfactory. An overall unsatisfactory is defined as receiving two (2) or more categories rated as unsatisfactory in the five (5) categories of evaluation that pertain to student instruction and learning.

32.5.2.2 The Human Resources Office shall send a copy of the unsatisfactory evaluation to the PAR Panel. A Mandatory Participating Teacher shall be notified in writing of their placement in the PAR program by the PAR Panel.

32.5.2.3 The Consulting Teacher shall meet and consult with the evaluating administrator who referred the Mandatory Participating Teacher to review the administrator's plan of improvement for the Participating Teacher.

32.5.2.4 The Mandatory Participating Teacher shall meet with the Consulting Teacher as soon as practically possible in the Mandatory Participating Teacher's work year. The goals of the resulting support plan shall include, but not be limited to specific training activities and classroom observations in the teaching/instructional areas.

32.5.2.5 The Consulting Teacher shall complete a final report of the Mandatory Participating Teacher's performance in meeting the objectives of the assistance plan. The final report shall include the assistance provided to the Mandatory Participating Teacher, and a statement of the Mandatory Participating Teacher's progress with the plan.

32.5.2.6 A copy of the final report shall be provided to the Mandatory Participating Teacher and to the PAR Panel.

32.5.2.7 The PAR Panel shall not act on the Consulting Teacher's reports before ten (10) workdays following the receipt of the report to allow the Mandatory Participating Teacher sufficient time to submit a written response. By written agreement of the PAR Panel

and the Mandatory Participating Teacher, timelines may be extended.

32.5.2.8 The Consulting Teacher shall continue to provide assistance not to exceed one (1) year to the Mandatory Participating Teacher until they conclude that the teaching performance of the Mandatory Participating Teacher is satisfactory or that further assistance will not be productive. The PAR Panel may authorize additional assistance beyond the one (1) year period.

32.5.2.9 The results of the Participating Teacher's mandated participation in the PAR Program shall be made available for placement in their personnel file.

32.5.3 Mandatory for Assistance Participating Teachers

32.5.3.1 A Mandatory for Assistance Participating Teacher is a classroom teacher with permanent status who receives an overall evaluation of "Needs to Improve." An overall "Needs to Improve" is defined as receiving three (3) or more categories as "Needs to Improve" in the five (5) categories of evaluation that pertain to student instruction and learning on the recent Summary Evaluation Report.

32.5.3.2 All communications between the Mandatory for Assistance Participating Teacher and the Consulting Teacher shall be confidential and without written consent of the Mandatory for Assistance Participating Teacher shall not be shared with others, including the site administrator and the PAR Panel.

32.5.3.3 Mandatory for Assistance Participating Teachers shall be given assistance only after the needs of Mandatory for Review Participating Teachers and beginning teachers have been met.

32.5.4 Voluntary Participating Teachers

32.5.4.1 A Voluntary Participating Teacher is a classroom teacher with permanent status who volunteers to participate in the PAR Program. Voluntary Participating Teachers are for peer assistance only and the Consulting Teacher shall not document any performance review of a Voluntary Participating Teacher. A Voluntary Participating Teacher may terminate their participation in the PAR Program at any time.

32.5.4.2 Voluntary Participating Teachers shall be given assistance only after the needs of Mandatory Participating Teachers and Beginning Teachers have been met.

32.5.4.3 All communications between the Voluntary Participating Teacher and the Consulting Teacher shall be confidential and, without the written consent of the Voluntary Participating Teacher, shall not be shared with others, including the site administrator and the PAR Panel.

32.6 Miscellaneous Provisions

32.6.1 The PAR Program shall strongly encourage a cooperative relationship between the Consulting Teacher and the Principal/Evaluator.

32.6.2 The Consulting Teacher shall have the right to representation by the Association to the extent permitted by law.

32.6.3 Any unresolved issue or complaint by unit members arising under this article, shall be referred to the PAR Panel for final resolution in lieu of the grievance procedure outlined in Article 19. This paragraph neither expands nor diminishes the unit member's ability to grieve any other article of this agreement.

A Mandatory Participating Teacher shall not have access to the grievance process to challenge the contents of reports, assessments, or decisions of the PAR Panel, but may file responses which shall become part of the official record of the intervention.

32.6.4 The District agrees to indemnify and hold harmless and provide a defense to any Association member of the PAR Panel and Consulting Teachers against any claims, causes of action, damages, grievances, administrative proceedings, or any other litigation arising from the unit member's participation in Peer Assistance and Review. The Association retains the right to participate in the litigation.

32.6.5 All proceedings and materials related to evaluations, reports, and other personnel matters shall be strictly confidential. Therefore, PAR Panel members and Consulting Teachers may disclose such information only as necessary to administer this article.

32.6.6 Consulting Teachers and teacher members of the PAR Panel shall not be considered management or supervisory employees as defined in the Educational Employment Relations Act and shall retain their status as bargaining unit members.

32.6.7 The funding for the PAR Program will appear as a separate line item in the District budget. Any unused funding will remain in the PAR budget for the following year. The funding source for this program is at the discretion of the District.

32.6.8 This article on Peer Assistance and Review shall be reviewed annually. The parties agree to meet and renegotiate its provisions, making necessary changes to improve the PAR Program, as necessary.

ARTICLE 33
eACADEMY TEACHERS

33.1 Teaching Assignment

33.1.1 Elementary Teaching Assignment
eAcademy elementary teachers shall not be assigned to teach more than three (3) grade levels at one time. In the event a teacher is assigned three (3) grade levels, they shall receive the Elementary Combination Class Teacher stipend in accordance with Appendix A-1.

33.1.1.1 Caseload
Teachers will be provided a maximum caseload of twenty-four (24) students with whom they are responsible for check-ins and completing mandatory paperwork.

33.1.1.2 Teachers will be provided a minimum of two (2) hours per week to complete attendance assignments and reports.

33.1.1.3 Office hours will be provided for teachers on a weekly basis for a minimum of two and three-quarters (2.75) hours for the purpose of student support/parent conferences (in lieu of Article 10.4.1.4).

33.1.1.4 Teachers will be provided a minimum of six (6) hours per week for the purpose of tiered re-engagement and check-ins.

33.1.1.5 Preparation Periods
Teachers will be provided a minimum of five and a quarter (5.25) hours per week to be used exclusively for professional meetings, preparation, planning and/or conferencing outside the instructional day.

33.1.1.6 Teachers will be provided a minimum of one-and-a-half (1.5) hours per week of team collaboration.

33.1.2 Secondary Teaching Assignment

33.1.2.1 Caseload
Teachers with a full teaching load will be provided a maximum caseload of twenty-seven (27) students with whom they are responsible for check-ins and completing mandatory paperwork. Teachers with less than a full teaching load may be the supervising teacher for no more than thirty-two (32) students on their caseload, proportional to their assignment.

33.1.2.2 Teachers can have up to five (5) classes per week, including at least one (1) elective, unless mutually agreed upon between the administrator and the teacher.

33.1.2.3 Teachers will be provided one (1) weekly “Homeroom” block with approved curriculum for the purpose of student support.

33.1.2.4 Teachers will be provided a minimum of ninety (90) minutes per week for the purpose of tutoring/office hours.

33.1.2.5 Preparation Periods
Teachers will be provided a minimum of ninety (90) minutes per day to be used exclusively for professional meetings, preparation, planning and/or conferencing outside the instructional day.

33.1.2.6 Teachers will be provided a minimum of five (5), ninety (90) minute blocks per week for the purpose of "check-ins."

33.2 Assignment of Substitutes
Every effort shall be made to utilize existing eAcademy teachers to cover substitute assignments, when a District provided eAcademy trained substitute is not available.

33. 3 Guidance Counselors
The principal will assign a period of counseling for each forty (40) students, not to exceed a caseload of two hundred (200).

ARTICLE 34
RISE PROGRAM TEACHERS

34.1 RISE

34.1.1 Elementary Teaching Assignment
RISE elementary teachers shall not be assigned to teach more than three (3) grade levels at one time. In the event a teacher is assigned three (3) grade levels, they shall receive the Elementary Combination Class Teacher stipend in accordance with Appendix A-1.

34.1.1.1 Caseload
Teachers will be provided a maximum caseload of twenty-four (24) students with whom they are responsible for check-ins and completing mandatory paperwork.

34.1.1.2 Teachers will be provided a minimum of two (2) hours per week to complete attendance assignments and reports.

34.1.1.3 Office hours will be provided for teachers on a weekly basis for a minimum of two and three-quarters (2.75) hours for the purpose of student support.

34.1.1.4 Teachers will be provided a minimum of six (6) hours per week for the purpose of tiered re-engagement and check-ins.

34.1.1.5 Preparation Periods
Teachers will be provided a minimum of five and a quarter (5.25) hours per week to be used exclusively for professional meetings, preparation, planning and/or conferencing during the instructional day.

34.1.1.6 Teachers will be provided a minimum of one-and-a-half (1.5) hours per week of team collaboration.

34.1.2 Secondary Teaching Assignment

34.1.2.1 Caseload
Teachers will be provided a maximum caseload of twenty-seven (27) students with whom they are responsible for check-ins and completing mandatory paperwork.

34.1.2.2 Teachers will be provided a minimum of (3) hours per week for the purpose of collaboration and planning, ninety (90) minutes of which will be teacher directed.

34.1.2.3 Preparation Periods
Teachers will be provided a minimum of five (5) hours per week to be used exclusively for professional meetings, preparation, planning and/or conferencing during the instructional day.

34.1.2.4 Teachers will be provided a minimum of three (3) hours per week for the purpose of student testing.

34.2 Assignment of Substitutes
Every effort shall be made to utilize existing RISE teachers to cover substitute assignments when a District provided RISE trained substitute is not available.

34.3 Student Contact Time
RISE teaching unit members shall have a student instructional contact day not to exceed two hundred and eighty-four (284) minutes.

34.4 Guidance Counselors
The principal will assign a period of counseling for each forty (40) students, not to exceed a caseload of two hundred (200).

34.5 Stipends
RISE teachers who are assigned both elementary and middle/high school classes shall receive the Elementary Combination Class Teacher stipend in accordance with Appendix A-1.

ARTICLE 35
ACADEMIC FREEDOM

The policy of the Redlands Unified School District is to educate young people in democratic tradition, to foster meaningful awareness of and respect for the Constitution, the Bill of Rights, and state/federal laws.

Academic freedom includes the use of independent professional judgement in an academic setting. Academic freedom supports the educational purposes of the Redlands Unified School District. The parties acknowledge that the site administrator is the educational leader at the site, and is responsible for the educational climate, and monitoring teaching methodologies.

It is mutually recognized that academic freedom carries with it responsibilities, including a balanced approach to the discussion of controversial issues. In performing teaching functions, unit members may facilitate discussions relevant to the course content, in an objective manner. A bargaining unit member shall not utilize their position to indoctrinate pupils with their own personal, political and/or religious views.

Academic freedom is subject to administrative oversight and includes:

1. Teaching about controversial issues which have economic, political, scientific, or social significance as identified in the California State Standards in the content area in which the unit member is assigned to teach.

2. Choosing teaching methods in reaching the District's goals.

3. Maintaining a classroom environment which is conducive to the free exchange and examination of ideas that have economic, political, scientific, or social significance, as identified in the California State Standards in the content area in which the unit member is assigned to teach.

4. Fostering the students' abilities to express divergent ideas as long as the expression of their dissent is done respectfully within the guidelines of debate and discussion.

REDLANDS UNIFIED SCHOOL DISTRICT
CERTIFICATED BARGAINING UNIT BASIC SALARY SCHEDULE
FISCAL YEAR 2025-2026

BOARD APPROVED DATE: April 14, 2026 **EFFECTIVE DATE: July 1, 2025**

STEP	CLASS A	CLASS B BA or BA + 15	CLASS C BA + 30 or MA	CLASS D BA + 45 or MA + 15	CLASS E BA + 60 or Dr. or MA + 30	CLASS F BA + 80 INCL. MA or Dr. or MA + 50
1	Class A Eliminated, Effective July 1, 2019	64,599	68,346	72,101	75,870	78,145
2		67,739	71,628	75,501	79,379	81,762
3		70,896	74,892	78,911	82,920	85,408
4		74,048	78,177	82,303	86,435	89,028
5		77,205	81,457	85,710	89,964	92,662
6		80,370	84,731	89,112	93,490	96,295
7		83,529	87,995	92,515	96,988	99,898
8		86,682	91,300	95,909	100,518	103,535
9		89,827	94,573	99,301	104,045	107,167
10		93,005	97,849	102,702	107,557	110,784
11		96,148	101,130	106,106	111,073	114,404
12		99,305	104,410	109,504	114,601	118,040
13		102,464	107,680	112,898	118,133	121,677
14		105,615	110,959	116,307	121,653	125,304
17		107,616	113,123	118,636	124,150	127,873
20		109,608	115,287	120,964	126,650	130,448
23		111,606	117,448	123,296	129,150	133,024
26		113,605	119,615	125,625	131,646	135,595

(Maximum initial placement = Step 4)

ADDITIONAL STIPENDS

Doctorate - Add 3.5% of Step Placement for earned doctorate.
Special Education - Add $2,000 for full time or proportion of $2,000 as assignment bears to full time.
Special Education Teachers assigned to Moderate/Severe Classes, Severe/Profound Classes, and Behavior Intervention Classes - Add an additional $1,000 for full time or proportion of $1,000 as assignment bears to full time
Elementary Combination Class Teacher - Add $2,000 for full time or proportion of $2,000 as assignment bears to full time.

JOB RATIO AND WORK YEAR ADJUSTMENTS:

Classroom Teachers (185 days)	1.00	Counselors and Academic Case Carriers (195 days)	1.12
School Psychologist (197 days)	1.20	Salary will be prorated for less than full time counselors	
(Minimum Entry Level E-3)		Middle School Counselors * *	
School Nurse (197 days)	1.20	Program Specialist (195 days)	1.10
Lead Nurse (205 days)	1.20	Licensed Clinical Social Worker (LCSW) (197 days)	1.20
Speech and Language Specialist	1.15	Licensed Mental Health Provider (197 days)	1.20
(185 days* All sites)		Library Media Teacher (185 days)	1.00
Speech and Language Specialist		High School * *	
(185 days + 10 days YRE sites)		Middle School * *	
Special Education Teacher		Teacher on Assignment - District (190 days)	1.05
(185 days + 15 days YRE sites)			

May be allowed to work additional days at a per diem rate if, in the judgement of the administration, the work load warrants.

* = 5 days
* * = 10 days

Appendix A-2

REDLANDS UNIFIED SCHOOL DISTRICT
CERTIFICATED HOURLY SALARY SCHEDULE
FISCAL YEAR 2024-2025

Board Approved Date: February 13, 2024
Effective Date: July 1, 2024

	Hourly Rate
Student Contact Hourly Rate	$63.65
Non-Student Contact Hourly Rate	$58.34
Summer School	$63.65

ADULT EDUCATION SALARY SCHEDULE

Effective Date: July 1, 2024

	Hourly Rate
Single Period Substitute Coverage	$41.36
Miscellaneous	$41.36

STEP	**HS DIPLOMA**	**AA/AS DEGREE**	**BA/BS DEGREE**	**MA/MS DEGREE**
1	$42.82	$44.96	$48.88	$57.01
2	$44.12	$46.30	$50.91	$59.05
3	$45.45	$47.71	$52.95	$61.07
4	$46.83	$49.13	$54.98	$63.11

Step 1 is the entry level hourly rate
Step 2 is paid the first pay period following completion of 1,400 hours of teaching
Step 3 is paid the first pay period following completion of 2,800 hours of teaching
Step 4 is paid the first pay period following completion of 4,200 hours of teaching

Appendix A-3

REDLANDS UNIFIED SCHOOL DISTRICT
TEACHERS-IN-CHARGE/DEPARTMENT CHAIRPERSONS' COMPENSATION

1. The senior high school department chairpersons' stipend shall be based upon the number of teachers assigned to the department.

2. Teaching assignments dealing with the following shall not be included in determining the departmental number of teachers:

    a. Student clerks, aides, helpers, assistants;

    b. Students duplicated in the enrollment of other assignments;

    c. ROP courses;

    d. Community college courses taught on campus;

    e. Courses not taken for high school credit.

3. High Schools/Orangewood High School Department Chairpersons' Stipends 9-12

    a. The annual stipends for secondary school department chairpersons shall be as follows:

DEPARTMENT CHAIRPERSON	TEACHER COUNT
$1,000.00	11 or more Teachers
$805.00	8-10 Teachers
$633.00	5-7 Teachers
$431.00	3-4 Teachers
$259.00	1-2 Teachers

    b. The annual stipends for special education secondary school department chairpersons shall be as follows:

DEPARTMENT CHAIRPERSON	TEACHER COUNT
$2,000.00	11 or more Teachers
$1,610.00	8-10 Teachers
$1,266.00	5-7 Teachers
$862.00	3-4 Teachers
$518.00	1-2 Teachers

    c. Department Chairperson's Released Time

        1. An annual total of no more than thirty-two (32) days of released time at the senior high schools is authorized for release of department chairpersons to perform duties required of their positions.

2. At Orangewood High School, an annual total of no more than four (4) days of released time is authorized for release of department chairpersons to perform duties required for their position.

3. Such released time, its utilization or non-utilization shall be at the sole discretion of the principal.

4. Middle School Department Chairpersons/Grade Level Leaders

a. The annual stipends for middle school department chairpersons shall be as follows:

DEPARTMENT CHAIRPERSON	TEACHER COUNT
$1,000.00	11 or more Teachers
$805.00	8-10 Teachers
$633.00	5-7 Teachers
$431.00	3-4 Teachers
$259.00	1-2 Teachers

b. The annual stipends for special education middle school department chairpersons shall be as follows:

DEPARTMENT CHAIRPERSON	TEACHER COUNT
$2,000.00	11 or more Teachers
$1,610.00	8-10 Teachers
$1,266.00	5-7 Teachers
$862.00	3-4 Teachers
$518.00	1-2 Teachers

b. The annual stipends for middle school Grade Level Leaders shall be eight hundred five dollars ($805.00).

5. Elementary Teachers-In-Charge Stipends

The annual stipends for elementary school Teachers-In-Charge shall be one thousand and two hundred dollars ($1,200.00). Teachers-In-Charge shall only be assigned to elementary schools without Assistant Principals.

6. Elementary Site Leadership Team

The elementary principal shall, at his/her discretion, determine the number and composition of the site leadership team, provided the number of district funded positions does not exceed five (5). Additional team members may be selected and site funded, at the discretion of the principal.

a. The annual stipend for elementary site leadership team members shall be five hundred dollars ($500.00).

b. Expectations for the site leadership team will be provided annually to members in writing.

Appendix A-4

REDLANDS UNIFIED SCHOOL DISTRICT
MIDDLE SCHOOL EXTENDED DAY SALARY SCHEDULE

1. Three (3) 0-period assignments will be provided to each middle school for Extended Day Activities. 0-period assignments shall be compensated at the extra period assignment rate of pay. Program content and hours of employment will be determined by mutual agreement between the unit member and site level administrator.

DISCRETIONARY STIPENDS

1. The decision to provide additional compensation for an extended day position shall be at the sole discretion of the District. In the event a decision is made not to fill an authorized position, such action shall not adversely affect the responsibilities and/or working conditions of other extended day positions.

2. Extended day employee salary ratios shall be applied to an index schedule of five steps. Each step will equal the number of years of experience, up to five, in the activity in the District. The index schedule is to follow Appendix A-1 Column B Steps 1-5.

3. Extended Day Stipends (per semester)

Activities Director	.0444
Athletics (RSCL) (per sport)	.0300
Band	.0430
Choral	.0430
Drama	.0376
Journalism	.0322
Literary Magazine	.0161
Pep Squad/Drill Team Advisor	.0300
WEB Advisor	.0322
Yearbook	.0215
Academic Pentathlon Advisor K-8	$345.00 (Two per school)
Outdoor Science Education Program Teacher K-5	$75.00 per night for overnight stay

4. AVID Program Coordinators
   Middle and High School AVID Coordinators shall be compensated with an additional planning period or payment for an extra period assignment.

   Elementary School AVID Coordinators shall be compensated at the Miscellaneous Hourly Rate.

Appendix A-5

REDLANDS UNIFIED SCHOOL DISTRICT
HIGH SCHOOL COACHES/EXTENDED DAY SALARY SCHEDULE
(GRADES 9-12)

1. Effective July 1, 2006, all newly employed coaching and extended day employee salary ratios shall be applied to an index schedule of five steps. Each step will equal the number of years of coaching experience, up to five, in the sport or activity in the District. The index schedule is to follow Appendix A-1 Column B Steps 1-5.

2. Coaches and extended day employees currently employed, who choose to continue in the same sport or activity, shall be compensated with the appropriate ratio applied to their actual salary level placement of the previous year's certificated salary schedule, providing they work for consecutive years.

3. Coaching Stipends (per season)

Badminton	
Head Varsity/Junior Varsity	.0686
Assistant Varsity	.0583
Baseball	
Head Varsity	.0889
Assistant Varsity	.0711
Junior Varsity	.0711
Freshman	.0711
Basketball	
Head Varsity, Boys	.0956
Assistant Varsity, Boys	.0765
Junior Varsity, Boys	.0765
Freshman Boys	.0765
Head Varsity, Girls	.0956
Assistant Varsity, Girls	.0765
Junior Varsity, Girls	.0765
Freshman Girls	.0765
Cheer	
Head Varsity	.0539
Assistant Varsity	.0430
Head Junior Varsity	.0430
Assistant Junior Varsity	.0300
Head Freshman	.0430
Cross-Country	
Head Varsity, Boys	.0720
Assistant, Boys	.0583

Cross-Country	
Head Varsity, Girls	.0720
Assistant, Girls	.0583
Flag Football	
Head Varsity, Girls	.0730
Assistant Varsity, Girls	.0583
Junior Varsity, Girls	.0583
Freshman, Girls	.0583
Football	
Head Varsity	.1114
Assistant Varsity (5)	.0891
Head Junior Varsity	.0891
Assistant Junior Varsity (2)	.0713
Head Freshman	.0891
Assistant Freshman	.0713
Golf	
Head Varsity, Boys	.0720
Assistant Varsity, Boys	.0583
Head Varsity, Girls	.0720
Assistant Varsity, Girls	.0583
Soccer	
Head Varsity, Boys	.0855
Assistant Varsity, Boys	.0684
Junior Varsity Boys	.0684
Freshman, Boys	.0684
Head Varsity, Girls	.0855
Assistant Varsity, Girls	.0684
Junior Varsity, Girls	.0684
Freshman, Girls	.0684
Softball	
Head Varsity	.0889
Assistant Varsity	.0711
Junior Varsity	.0711
Freshman	.0711
Swimming	
Head Varsity	.0900
Assistant Varsity	.0750
Junior Varsity	.0750
Tennis	
Head Varsity/Junior Varsity, Boys	.0788
Assistant Varsity, Boys	.0583

Tennis		
	Head Varsity/Junior Varsity, Girls	.0788
	Assistant Varsity, Girls	.0583
Track		
	Head Varsity, Boys	.0956
	Assistant Varsity, Boys	.0765
	Head Junior Varsity, Boys	.0765
	Assistant Junior Varsity, Boys	.0765
	Head Varsity, Girls	.0956
	Assistant Varsity, Girls	.0765
	Head Junior Varsity, Girls	.0765
	Assistant Junior Varsity, Girls	.0765
Volleyball		
	Head Varsity, Boys	.0730
	Assistant Varsity, Boys	.0583
	Junior Varsity, Boys	.0583
	Freshman, Boys	.0583
	Head Varsity, Girls	.0730
	Assistant Varsity, Girls	.0583
	Junior Varsity, Girls	.0583
	Freshman, Girls	.0583
Water Polo		
	Head Varsity, Boys	.0731
	Assistant Varsity, Boys	.0600
	Junior Varsity, Boys	.0600
	Head Varsity, Girls	.0731
	Assistant Varsity, Girls	.0600
	Junior Varsity, Girls	.0600
Wrestling		
	Head Varsity, Boys	.0878
	Assistant Varsity, Boys	.0702
	Head Varsity, Girls	.0878
	Assistant Varsity, Girls	.0702

For each extended week of a season (C.I.F. play-offs), each coach of the team involved shall receive the equivalent of one week's pay for the regular season. The maximum for each individual coach shall be two weeks if an individual qualifies, and four weeks if a team qualifies. In the event that a team is eliminated, but individuals qualify for continued competition, the individual coach shall not receive more than a maximum of four weeks' pay. The parties to this agreement may, by mutual agreement, make adjustments in the kinds and numbers of coaching positions.

4. 9-12 Campus Extended Day Stipends (per semester)/*Fall Semester Only

Academic Decathlon Advisor	.0430
Academic Decathlon Assistant Coach	.0415
Activities Director	.0575
Athletic Director	.0575
Athletic Trainer	.0891
Assistant Athletic Trainer	.0575
Band	.0719
Assistant Band	.0575
Color Squad Advisor	.0252
Choral	.0710
Assistant Choral	.0430
Drama	.0680
Assistant Drama	.0376
Journalism	.0369
JROTC	.0252
LINK Crew Advisor	.0369
Literary Magazine	.0244
Mock Trial Advisor	.0430
Mock Trial Assistant Coach	.0415
Speech	.0710
Assistant Speech	.0430
Spirit Leader/Varsity Sideline*	.0539
Spirit Leader/Junior Varsity Sideline*	.0430
Spirit Leader/Freshman Sideline*	.0300
Yearbook	.0369

5. A daily zero (0) period assignment will be provided to each high school for academic eligibility advising. The advisor will be compensated at the extra period assignment rate of pay.

6. The decision to fill or not to fill any authorized annual coaching or extended day position shall be at the sole discretion of the District. In the event a decision is made not to fill an authorized position, such action shall not adversely affect the responsibilities and/or working conditions of other coaching or extended day positions.

Appendix A-6

REDLANDS UNIFIED SCHOOL DISTRICT
MISCELLANEOUS COMPENSATION

1. Teachers who are requested to use their own vehicles in the performance of their duties and teachers who are assigned to more than one (1) school per year, shall be reimbursed for such travel at the business rate established by the Internal Revenue Service at the time such travel occurred.

2. Teachers who are required to use their personal vehicles for business of the District shall, receive the benefits provided in paragraph one (1) above.

3. Teachers who do not own or have access to a vehicle and who are required through reassignment or assignment of special duties to travel in order to perform their duties, shall be provided transportation by the District.

4. In the event of governmental rationing of gasoline, the use of private vehicles for school business shall be on a voluntary basis only.

5. The rate of pay for training/professional development will be $330.00 per day.

Appendix B

The following positions have been determined as hard to fill:

Special Education
Speech Language Pathologist
Physics
Mathematics
School Nurse

Appendix C

REDLANDS UNIFIED SCHOOL DISTRICT

CERTIFICATED GRIEVANCE FORM

Grievant(s): _____

Work Location(s): _____ Grade Level: _____ Date: _____

Work Year: _____Traditional _____ YRE: Track*_____ Specify **TRACK WORK** Dates _____

DATE OF INFORMAL CONFERENCE(S), (prior to written correspondence): _____

Specify provision(s) of Collective Bargaining Agreement allegedly misinterpreted or improperly applied:

Specify nature of grievance and summary of specific events which led to the grievance including date(s) and location(s) – attach additional sheets as necessary:

Remedy Requested:

Grievant's Signature: _____ Date: _____

LEVEL 1 – SUPERVISOR'S DISPOSITION (30 work days from occurrence of act or omission) **(ON-TRACK DAYS FOR YEAR ROUND EMPLOYEE)**

Date submitted to Level 1: _____ Date(s) of Level 1 Conference(s): _____

Disposition of Grievance at Level 1:

Supervisor's Signature: _____ Date: _____

LEVEL 2 – SUPERINTENDENT'S DISPOSITION (30 work days from Level 1 submission) **(ON-TRACK DAYS FOR YEAR ROUND EMPLOYEES)**

Date(s) of Level 2 Conference(s): _____

Disposition of Grievance at Level 2:

Superintendent's Signature: _____ Date: _____

***OFF TRACK DAYS ARE NOT COUNTED FOR THESE TIMELINES IF EMPLOYEE IS ON YEAR ROUND SCHEDULE.**

REDLANDS UNIFIED SCHOOL DISTRICT

LEVEL 3 – MEDIATOR'S DISPOSITION (10 work days subsequent to Level 2 decision) **(ON-TRACK DAYS FOR YEAR ROUND EMPLOYEE)**

Date submitted to Level 3: _____ Date mediator requested: _____

Date(s) of Level 3 Conference(s): _____

Mediator's Level Disposition Recommendation:

Mediator's Signature: _____ Date: _____

_____ Recommendation **Accepted**

_____ Recommendation **Not Accepted**

_____ Recommendation **Accepted**

_____ Recommendation **Not Accepted**

_____
Superintendent's Signature

_____
Date

_____
Grievant(s) Signature(s)

_____
Date

.....

Date submitted to Level 4: _____ Date arbitrator requested: _____

Date(s) of Level 4 Conference(s)/Hearing(s): _____

Arbitrator's Level 4 Disposition:

_____
Arbitrator's Signature

_____
Date

Distribution:
White Immediate Supervisor
Yellow Return to Grievant
Pink Superintendent
Gold Association

avg 03/02 FORMS/GRIEVCER

Appendix D

REDLANDS UNIFIED SCHOOL DISTRICT
WAIVER OF CLASS SIZE MAXIMUM – SECONDARY

I/We concur in the decision to waive class size maximums as provided in section 15.2, 15.3, or 15.7 of the Certificated Collective Bargaining Agreement.

I/We concur that this waiver is freely given in order that small class sizes may be provided in some of the subjects/classes in my/our school.

Teacher Signature(s)	Date
Administrator Signature	Date
School	

Appendix E

Agreement Regarding Work Desk or Alternative Workspace, Educational Employment Relations Act (EERA), and California Code and Education Code (EDC)

1. **Work Desk or Alternative Designated Workspace**
    a. Unit members shall have the right to place personal items on their work desk, even if such items fall outside the parameters of BP 6115, consistent with historic practices.

    b. Unit members who elect to have an alternative designated workspace (other than their work desk) shall be entitled to display personal items on that alternative designated workspace (i.e., table, podium, or cart that is being used in lieu of a work desk) consistent with historic practices and subject to immediate supervisor/administrator approval.

    c. Personal items displayed other than on a member's identified work desk or alternative designated workspace shall be subject to BP 6115.

2. **The Educational Employment Relations Act (EERA)**
    a. Unit members shall be entitled to all rights afforded to them under the Educational Employment Relations Act.

3. **California Code and Education Code (EDC)**
    a. Unit members shall be entitled to all rights afforded to them under lawful provisions of the California Education Code and all other lawful applicable law.

This Agreement does not constitute RTA's agreement with the policy itself and does not preclude RTA from pursuing any and all other courses of action in regard to BP 6115. Either Party may re-open negotiations on this Agreement at any time by providing fifteen (15) workdays written notice to the other.