

COLLECTIVE BARGAINING AGREEMENT

Between

REDLANDS TEACHERS ASSOCIATION/CTA/NEA

and

REDLANDS UNIFIED SCHOOL DISTRICT

July 1, 2006 - June 30, 2010

Board Approved:

September 8, 2009

AGREEMENT ADDENDUM

Between the

BOARD OF EDUCATION

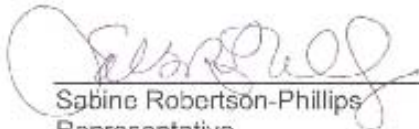
of the

REDLANDS UNIFIED SCHOOL DISTRICT

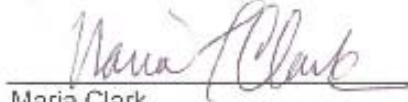
and the

REDLANDS TEACHERS ASSOCIATION/NEA/CTA

The following agreement has been reached by designated representatives of the Board of Education and the Redlands Teachers Association/NEA/CTA in accordance with the California Education Employment Relations Act, and will be in effect from July 1, 2008, through June 30, 2010.



Sabine Robertson-Phillips
Representative,
Board of Education



Maria Clark
Representative
Redlands Teachers Association/
NEA/CTA


July 31, 2009

Date

July 31, 2009

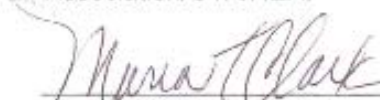
Date

Ratified by the Board of Education:



Pat Kohlmeier
President,
Board of Education

Ratified by the Redlands Teachers
Association/CTA/NEA:



Maria Clark
President,
Redlands Teachers Association/
CTA/NEA

September 8, 2009

Date

9/9/09

Date

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- A-1 Certificated Bargaining Unit Basic Salary Schedule, Fiscal Year 2004-2005;
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- A-2 Certificated Hourly Salary Schedule, Fiscal Year 2004-2005
- A-3 Teachers-In-Charge/Department Chairpersons' Compensation
- A-4 Middle School Extended Day Salary Schedule and Discretionary Stipends
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- B-1 School Attendance Calendars (2004-2005)
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APPENDIX C CERTIFICATED ABSENCE AFFIDAVIT

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APPENDIX E (1-9) EVALUATION FORMS

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**APPENDIX G MEMORANDUM OF UNDERSTANDING – Elementary Enrichment
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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, 2007, to June 30, 2010, 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 renegotiating for the school year 2008-2009 and 2009-2010. During 2008-2009 and 2009-2010, only Articles Six, Seven, and Appendix A-1, 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, secondary;
- 2.1.3 *Counselors;
- 2.1.4 Speech Therapists;
- 2.1.5 *Psychologists;
- 2.1.6 *School Nurse;
- 2.1.7 *Full-Time Teacher on Assignment;
- 2.1.8 *School Site Coordinators;
- 2.1.9 Summer School Teachers;
- 2.1.10 Adult Education Teachers;
- 2.1.11 *District Librarian;
- 2.1.12 Home Teachers;
- 2.1.13 Certificated R.I.S.E./H.E.L.P.
- 2.1.14 *Consulting Teachers
- 2.1.15 Program Specialist

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 Confidential positions;
- 2.2.3 Supervisory positions, if any such positions are created by the Board;
- 2.2.4 Substitute teachers as defined herein.

*Non-teaching unit members

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 and the employee's spouse, son, son-in-law, daughter, daughter-in-law, grandchild, brother, brother-in-law, sister, sister-in-law, aunt, uncle, 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 11.6 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 his/her 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.
- 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.

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 reopens 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 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 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, typewriters, 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 bulletin boards in the space(s) provided for the Association by the school. At least one (1) space of 3' x 4' minimum size shall be designated by the principal at each school campus 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 his/her previous position, or otherwise be afforded first choice of any available teaching positions for which he/she is qualified.

5.4.3 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 will be taken in increments of half or full days.

5.5 Names, Addresses, Assignments

Names, addresses, and assignments of District members shall be provided without cost to the Association as soon as possible during the first semester. Information regarding new contracted members shall be provided as soon as possible after their employment.

5.6 Pre-School Orientation Involvement

The Association, on request, shall be given time on the agenda of the pre-school orientation program for the Association to explain its activities to new unit members.

5.7 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.

5.8 Professional Dues and Payroll Deduction

5.8.1 Authorization

Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees, and general assessments of the Association. Such authorization shall continue in effect for the term of this Agreement unless revoked in writing. 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.

5.8.2 Organizational Security

5.8.2.1 On or before September 15th of each year the Association shall present to the District a list of those members of the bargaining unit who are members of the Redlands Teachers Association. Upon receipt of this list the District shall determine which employees are not currently members of the Association. The District will then notify each non-member of his/her status, subject to Education Code 45061, and indicate that as a condition of employment, the employee must within thirty (30) days from the date of notification, either become a member of the Association or authorize a monthly payroll deduction as a representation fee which will provide an amount of money equal to only that portion of the total dues, initiation fees and general assessments paid by members of the Association which are applied to the legitimate costs of representation. Upon request, the Association shall return PERB mandated refunds. The District will follow a similar procedure for all those unit members hired after the presentation of the initial list.

- 5.8.2.2 In the event an employee cannot, for reasons of conscience, pay the representation fee to the Association, he/she shall not be required to join, maintain membership in, or financially support the Association as a condition of employment except that such employee shall be required, in lieu of the representation fee, to pay sums equal to such representation fee to one of the non-religious, non-labor organizations, or charitable funds listed below: The American Red Cross, the Foundation to Assist California Teachers, the Redlands Community Scholarship Foundation, the Redlands Teachers Association Scholarship Fund, the United Way, Redlands Boys and Girls Club, or Redlands Family Service.
- 5.8.2.3 The foregoing paragraph shall apply to employees hired after May 11, 1979. Those employees currently members of the Association shall be required as a condition of employment, subject to Education Code Section 45061, to maintain their membership in good standing for the term of this Agreement.
- 5.8.2.4 The Association shall, as provided in Exhibit A, 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 attorneys fees, which may arise by reason of, or result from the operation of, Section 5.8.2 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, as provided in Exhibit A. 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.

5.8.3 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.

5.8.4 RTA Assistance

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

5.8.5 Allowable Deductions

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

5.9 CBA Production and Cost

The District agrees to provide each employee within the bargaining unit a copy of this Agreement as soon as practicable after closure on negotiations for a new contract has been reached and has been ratified by the Association and the Redlands Unified School District. The District will provide the Association with seventy-five (75) copies per year of the Agreement in addition to those provided to all unit members.

5.10 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.

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

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 Semester

Notwithstanding 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 A - Bachelor's Degree or regular teaching credential.
- CLASS B - 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 - Master's Degree or Doctorate and sixty (60) semester units of upper division or graduate work taken subsequent to the Bachelor's Degree or Master's Degree and thirty (30) 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 Horizontal Movement

For purpose of horizontal 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 before registering for lower division courses.

6.5.2.2 Lower division courses must be approved in advance by the Superintendent/Designee.

6.6 Credit for Teaching and Step Placement

Effective July 1, 2003, 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 dates of July 1, 2003, 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 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 75% of the contract teaching days.

6.7 Anniversary Increments

Anniversary Increments shall be provided at the beginning of the 18th, 22nd, 26th, and 30th steps for each salary column classification.

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

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).

6.8 Changes in Salary Schedule Position

6.8.1 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.

6.8.2 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.

6.8.3 Academic Credit Review

This 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 that the course is needed to improve the employee's technique in a specific area before making an affirmative recommendation to the Superintendent.

6.9 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.

6.10 Unit Conversion

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

6.11 Status of Job Classifications

6.11.1 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.

6.11.2 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.

6.12 Temporary Contract Members

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

6.13 Salary Warrants

Members shall be permitted to receive salary warrants in one (1) of the following ways: electronically transferred to bank or via the District mail.

6.13.1 All unit members shall have the option of a District twelve-month pay plan.

ARTICLE 7
EMPLOYEE HEALTH AND WELFARE BENEFITS

7.1 Coverage

The Employer shall provide each member of the unit and the member's dependents the health and welfare benefits as provided hereinafter. While on an unpaid leave of absence, a member of the unit may participate at his/her own expense in any of the health and welfare benefits available to members of the unit. Members of the unit on a part-time assignment may participate in the health and welfare benefit plans (Sections 7.3 - 7.7) in accordance with the provisions of Section 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 member of the unit shall receive 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 Board shall provide 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 Major medical benefits at no less than \$2,000,000.00 or 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 Psychiatric care 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 Section 7.3.1 for the period of that illness following exhaustion of said sick leave but not to exceed the current fiscal year in which the illness occurred.

7.4 Dental Insurance

A dental plan and orthodontia plan shall be provided by the Board for all members of the unit and their dependents. The dental plan will include a \$2,000.00 per calendar year maximum or as determined by the Insurance Committee.

(The orthodontia plan to be provided will be coverage of 50% of costs up to a \$2,000 lifetime maximum.)

7.5 Life Insurance

The Board shall provide all unit members with a level life insurance policy. (The policy changes to a decreasing term policy when the unit member reaches the age of 65.) Such policy shall also provide for double accidental death coverage and provide optional employee paid dependent coverage of no less than \$3,000.00 or as determined by the Insurance Committee.

7.6 Vision Plan

The Board shall provide all members of the unit and their dependents with 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 insurance plan with the California Casualty Insurance Company. 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 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. All determinations of the Insurance Committee are subject to ratification by 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 full-time member of the unit, plus his/her dependent(s), who receive the District-provided health insurance plan (Section 7.3 and Section 7.14), will also receive said benefit as provided to current active employees after disability retirement under 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.
- 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 his/her sixty-fifth (65th) birthday or when he/she becomes eligible for full Medicare benefits.
- 7.12.5 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 his/her pro-rata share and the full cost of the premium.

7.13 Regular Retirement

Any full-time member of the unit, plus his/her dependent(s) who receives the District-provided health insurance plan (Section 7.3 and Section 7.14) will also receive said benefit as provided to current active employees after retirement. Retirees may continue to receive dental and vision benefits (Section 7.4) at their own cost in accordance with federal and state regulations in affect at the time. In order to qualify for these retirement benefits described in this section, 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.
- 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 (Section 7.3) will terminate the first day of the month in which the retired employee reaches

his/her sixty-fifth (65th) birthday or when he/she becomes eligible for full Medicare benefits, whichever comes first.

- 7.13.6 Contingent upon agreement of the carrier, when a retired employee reaches his/her 65th birthday, or when he/she becomes 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, his/her spouse and dependents will be eligible to continue to be covered by the District health plan (Section 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.

7.14 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.

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 30 days of incurring the expense. 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 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.

7.15 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, Section 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. An employee covered by this Agreement working less than full-time shall be entitled to sick leave in the same ratio that his/her employment bears to full-time employment. One (1) day of sick leave shall be computed on the basis of the following:

Classroom Teacher	7.25 hours
Non-Teaching	8 hours

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. Sick leave for such employees shall accrue from summer to summer provided the employee is employed each summer or is reemployed within thirty-nine (39) months from the last date of employment as a summer school employee. Regular academic year accrued sick leave may be used during summer school on a day-for-day basis. Such sick leave shall not be carried over into the summer for purpose of personal necessity.

8.2.4 Hourly Program Employees

Adult Education, H.E.L.P., R.I.S.E., and 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 verification of illness if any employee has been on 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 his/her physician or surgeon indicating the nature of the illness or injury, and the date of authorized return to duty.

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.

8.2.6 Statement of Entitlement
The District shall provide each employee with a written statement of: (1) accrued sick leave total; (2) sick leave entitlement for the school year.

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 his/her 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 this catastrophic sick leave plan 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 available is eligible for a withdrawal from the 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 Bank shall be charged one-half.

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

8.3.2 The use of this 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 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.

8.3.3 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 his/her exclusive use.

8.3.4 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 72.5 hours.

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

- 8.3.6 Leave from the Bank may not be used for illness or disability which qualifies the unit member for Worker's Compensation benefits unless he/she has exhausted all Worker's Compensation leave, and his/her own sick leave.
- 8.3.7 When the unit member may reasonably be presumed to be eligible for disability retirement under STRS or, if applicable, Social Security, he/she 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.
- 8.3.8 Bargaining unit members may donate earned sick leave at any time during their work year. Following initial enrollment, bargaining unit members may join the Sick Leave Bank during the annual open enrollment period (October 1 to November 10) only.
- 8.3.9 Unit members who elect not to join the Sick Leave Bank upon first becoming eligible have a waiting period of 30 duty days after joining the Bank before becoming eligible to withdraw from it.
- 8.3.10 Cancellation of membership in the Bank occurs automatically whenever a unit member fails to make his/her assessment contribution under Section 8.3.5. The unit member shall not be eligible to draw from the Bank as of the effective date of cancellation. Sick leave previously authorized for contribution to the Bank shall not be returned if the unit member effects cancellation.
- 8.3.11 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.
- 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 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).
- 8.3.12 The maximum number of duty days allowed to be utilized by one unit member for a single catastrophic injury/illness shall not exceed thirty (30) duty days. A unit member may request a specific number of days on one "Certificated Sick Leave Bank Request for Withdrawal Form." The unit member may request additional days up to the thirty (30) days by filing an additional request for consideration by the Committee.
- 8.3.13 Any days approved that are unused by the unit member shall be returned to the Catastrophic Sick Leave Bank.

- 8.3.14 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.
- 8.3.15 During September of each year, the Human Resources Office shall provide the Association a statement outlining the number of days available in the Bank as of September 1 of that year and the number of days used in the previous fiscal year.
- 8.3.16 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.
- 8.3.17 Once activated, if the Sick Leave Bank is terminated for any reason, the days remaining in the Bank shall be equitably distributed to the then current members of the Bank according to the following 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 Child Rearing Leave
Upon request, the District shall provide an employee who is a natural or adopting parent an unpaid leave of absence for the purpose of rearing his or her infant. Such leave shall remain in effect at least until the end of the semester following the birth/adoption of the child and no longer than the end of the second semester following the birth/adoption of the child. Child rearing leave provided under Federal and/or State law shall run concurrently with this section.

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 100 days provided in Section 8.5.1, and the employee is not medically able to resume the duties of his or her position, the employee shall be placed on a reemployment list for a period of 24 months if the employee is on probationary status, or for a period of 39 months if the employee is on permanent status. When the employee is medically able, during the 24- or 39-month period, the certificated employee shall be returned to employment in a position for which he or she is credentialed and qualified. The 24- or 39-month period shall commence at the expiration of the 100-day period provided pursuant to Section 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 Industrial Accident/Illness Defined
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.
- 8.6.5 Filing of Reports
The report of an industrial accident or illness shall be kept on file in the Business Office.

8.6.6 Sick Leave Benefits Not Deducted

The benefits provided in this paragraph 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 as defined in 8.5.4 above.

8.6.7 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. Every employee shall be entitled to use two (2) additional days per year of paid sick leave as general leave for any reason. An employee shall, except in cases of demonstrable emergency, give notice of intent to use personal necessity leave in writing to his/her principal/division head or designee.

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 his/her immediate family.
- 8.7.1.2 An accident involving his/her person or property or the person or property of a member of his/her 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 his/her assigned hours of service.
- 8.7.1.4 Circumstances 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.

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 his/her principal/division head the reasons for having taken personal necessity leave on an appropriately drawn District Absence Affidavit form (see Appendix C).

8.8 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 his/her immediate family. This leave shall not be deducted from sick leave. Additional leave for bereavement shall be charged to personal necessity or other applicable leave.

8.9 Jury Duty/Official Appearance Leave

8.9.1 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.

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

8.9.3 On the first day bargaining unit members are to report for Jury Duty, the following provision shall apply:

Eight (8)-hour employees (counselors, psychologists, speech therapists and librarians) 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 empanelled 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.

8.9.4 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.

8.10 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.

- 8.10.1 An employee on such leave shall notify the District of intended return at least four (4) weeks in advance.
- 8.10.2 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 Section 8.14 of this Article, entitled "Miscellaneous."
- 8.10.3 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.

8.11 Personal Business Leave

8.11.1 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

8.11.2 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.

8.12 Personal Leave

At the option of the employee, he/she 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.

8.13 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.

8.14 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 full time 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, then the unit member shall reimburse the District for premiums paid to maintain group benefits.

There will be no more than twelve (12) weeks of Family Care and Medical Leave granted per unit member for any one qualifying event 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.

8.14.1 Definitions

- 8.14.1.1 "Child" means a biological, adopted, or foster child; a stepchild; a legal ward; or a child of a person standing "in loco parentis" who is either under 18 years of age or an adult dependent child.
- 8.14.1.2 "Parent" means a biological, foster or adoptive parent, a stepparent, a legal guardian, or other person who stood "in loco parentis" to the unit member when the unit member was a child.
- 8.14.1.3 "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.
- 8.14.1.4 "Health Care Provider" means a doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the state in which the doctor practices.

8.14.2 Leave Qualifiers

- 8.14.2.1 Personal Illness Due To a Serious Health Condition – Personal illness requires a physician's off work order and will run concurrent to extended illness leave to the extent allowed by law.
- 8.14.2.2 Family Illness Due To a Serious Health Condition – Family is defined as a spouse, parent or child. Family illness requires medical certification on the District's request form. All available paid leaves may be used as part of the twelve (12) weeks of family leave.
- 8.14.2.3 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.

8.15 Miscellaneous

8.15.1 Unpaid Leave of Absence

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

- 8.15.1.1 Return, if possible, to the position held prior to the leave or to a similar position for which the employee is qualified.
- 8.15.1.2 Maintenance of employee benefits as provided in Article 7.
- 8.15.1.3 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.

8.15.1.4 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.

8.15.2 Paid Leave of Absence

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

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

8.15.2.2 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.

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

8.16 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 may 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 employees 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 his/her 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.

8.17 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.

8.18 Employee Responsibility

Except in case of emergency or extenuating circumstances, the employee shall provide lesson plans, class list and seating charts for the substitute teacher to continue with the instructional program in the absence of the regular teacher.

ARTICLE 9
PRE-RETIREMENT PROGRAM

9.1 Pre-Retirement Program

In accordance with currently applicable Education Code Sections, a certificated employee may reduce his/her 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 regular 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 his/her 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 work load, 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 his/her 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 he/she serves. 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, his/her 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 100 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.

9.1.9 A member employed on a part-time basis shall receive the retirement credit he/she would receive if he/she were employed on a full-time basis and have his/her retirement allowance, as well as any other benefits that he/she is 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.

9.2 Limitation of Number of Participants

The District may limit the number of participants to no more than 2% of the certificated staff entering this program in any one year, with no more than 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 Length of Day

10.1.1 Classroom Teachers

The length of duty day for teaching unit members shall be seven (7) hours and fifteen (15) minutes with the exception of elementary YRE teachers where the length of the duty day shall be seven (7) hours and thirty (30) minutes. The duty day includes a lunch which shall be of a minimum of thirty (30) minutes duration.

At each school site, attendance at more than three (3) mandatory meetings in one month shall not be required by the site administrator except as follows:

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

Meetings which address individual student discipline, complaints, or learning problems/progress (including IEP and/or Student Study Team meetings);

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 by the unit member.

Mandatory meetings shall not last longer than sixty (60) minutes either before or after the student day. 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.

10.1.1.1 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.

10.1.1.2 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.

10.1.1.3 Student Contact Time

Teaching unit members shall have a student instructional contact day not to exceed the following:

Kindergarten	201 minutes
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 1,350 minutes (27 sections at 50 minutes each per week which includes travel time).

10.1.1.4 New Teachers

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

10.1.2 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 his/her 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.

10.1.3 Duty-Day Parameters

The regular duty days of members of the unit shall begin no earlier than 7:00 a.m. and not end later than 5:00 p.m. Individual work hours shall be consecutive.

10.2 Reporting Arrival Procedures

Upon arrival at their respective work sites, employees shall inform the office in a manner designated by the site administrator.

10.3 Teaching Assignment

10.3.1 Elementary School

The elementary student instructional contact day specified in Article 10, Section 10.1.3, Duty-Day Parameters, does not include recess in 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.

10.3.1.1 Intermediate Preparation Periods

Regular 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. One (1) of these may be divided into two (2) segments. The above preparation times shall be credited to the unit member's student instructional contact day.

10.3.1.2 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.

10.3.1.3 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 grades one through five (1-5) shall consist of a shortened instructional day with parent/teacher conferences as arranged by the principal for the remainder of the workday. Such conference days shall be limited to no more than five (5) days for parent conferences held in the fall.

10.3.1.4 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.

10.3.1.5 Elementary Preparation Day

The District agrees to provide two (2) additional shortened days for traditional 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.

10.3.1.6 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. 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.

10.3.2 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.

10.3.2.1 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.

10.3.2.2 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.

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

10.3.3 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:

10.3.3.1 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.

10.3.3.2 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.

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

10.3.3.4 Traveling Teachers
Teachers who are assigned on both campuses and must travel on a daily basis to and/or from the two high school campuses shall be compensated one-half 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 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.

10.5 Shortened Days

On the days of Open House activities, shortened instructional days shall be provided for all K-12 teachers. A shortened day shall also be provided for all K-12 teachers for the last school day of the year on which students are present.

Shortened and/or modified days for students, other than Open House for K-12 and graduation for the 9-12 programs, do not affect the length and time-frame of unit members' regular 7.25 and 7.5 hour work days. All unit members are required to return for evening activities to complete their contract day when such shortened days as Open House and Graduation are scheduled.

10.6 After-Hour Duties

Uncompensated supervisions which are outside the regular work day will be limited to two assigned events per year. 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.

10.7 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.

10.8 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.

10.9 School Calendar

The calendars are included as Appendix B of this Agreement.

10.10 RISE/Home Teacher Preparation

Compensatory time will be provided to unit members when RISE or Home Teacher preparation requires the unit member to work beyond the usual working day.

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 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.
- 12.2 Excluded Student's Entitlement
A student excluded under section 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.
- 12.3 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.
- 12.4 Suspension by Teachers
A teacher may suspend a student from his/her 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. The teacher shall notify the parent and participate in the subsequent parent conference.
- 12.5 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 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, or protect the health and safety of pupils, or to maintain proper and appropriate conditions conducive to learning. The Board shall not take disciplinary action against a teacher who uses demonstrably justifiable force in the performance of professional duties.
- 12.7 Employee's Responsibility in Cases of Assault
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 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, he/she may initiate proceedings for consideration of the pupil's exclusion. The Superintendent will investigate the situation and take appropriate action in accordance with the District's Student Discipline Procedure.
- 12.9 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 ¶995-996.4)
- 12.10 Employment Defined
As used in this Article, "employment" shall include any voluntary activities approved in writing by the administration which involve student activity.
- 12.11 Employees 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.
- 12.12 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 on duty in the school, on the school premises, or on a school-sponsored activity, 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 here under shall not be made for losses of less than \$25.00 and shall be limited to a maximum of \$1000.00 or to the level of the employee's insurance deductible, whichever is less.
- 12.13 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. 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 \$25.00 aggregate, nor of more than \$500.00 maximum per incident.

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 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 Adequate Information Provided

All certificated personnel shall be given adequate opportunity to become informed about the system at the beginning of the school year.

13.2.2 District-wide Uniformity of Information

During the school year, maximum effort shall be expended in the following areas so that district-wide uniformity of evaluation can be a reality:

13.2.2.1 District-wide goals and objectives for instructional levels and/or subject areas.

13.2.2.2 Recognition of district-wide and school-level constraints.

13.2.2.3 Each member of the unit shall be held accountable for only the aspects of the educational program over which the member has authority and ability to correct deficiencies. Such goals and objectives 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, the achievement of goals and objectives is being significantly impaired by such matters, due note of this shall be made in the evaluation. The above data shall be distributed to teachers and evaluators prior to August 15 for YRE Tracks A and B; prior to September 15 for YRE Tracks C and D; and prior to October 15 for traditional sites.

13.2.3 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 inservice training for the observers in the District pool at the time they are requested.

13.2.4 Inservice Training – Administrators

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

13.3 Evaluation Elements

For all classroom teachers, the basis for the written observation report and the summary evaluation report shall be the following standards for the teaching profession as they relate to the grade level/subject matter content standards for the state of California:

13.3.1 Classroom Teachers – California Standards for the Teaching Profession

Standard 1: Engaging & Supporting All Students in Learning

- 1.1 Connecting students' prior knowledge, life experience, and interests with learning goals.
- 1.2 Using a variety of instructional strategies and resources to respond to students' diverse needs.
- 1.3 Facilitating learning experiences that promote autonomy, interaction, and choice.
- 1.4 Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful.
- 1.5 Promoting self-directed, reflective learning for all students.

Standard 2: Creating & Maintaining Effective Environments for Student Learning

- 2.1 Creating a physical environment that engages all students.
- 2.2 Establishing a climate that promotes fairness and respect.
- 2.3 Promoting social development and group responsibility.
- 2.4 Establishing and maintaining standards for student behavior.
- 2.5 Planning and implementing classroom procedures and routines that support student learning.
- 2.6 Using instructional time effectively.

Standard 3: Understanding & Organizing Subject Matter for Student Learning

- 3.1 Demonstrating knowledge of subject matter content and student development.
- 3.2 Organizing curriculum to support student understanding of subject matter.
- 3.3 Interrelating ideas and information within and across subject matter areas.
- 3.4 Developing student understanding through instructional strategies that are appropriate to the subject matter.
- 3.5 Using materials, resources, and technologies to make subject matter accessible to students.

Standard 4: Planning Instruction & Designing Learning Experiences for All Students

- 4.1 Drawing on and valuing students' backgrounds, interests, and developmental learning needs.
- 4.2 Establishing and articulating goals for student learning.
- 4.3 Developing and sequencing instructional activities and materials for student learning.
- 4.4 Designing short-term and long-term plans to foster student learning.
- 4.5 Modifying instructional plans to adjust for student needs.

Standard 5: Assessing Student Learning

- 5.1 Establishing and communicating learning goals for all students.
- 5.2 Collecting and using multiple sources of information to assess student learning.
- 5.3 Involving and guiding all students in assessing their own learning.
- 5.4 Using the results of assessments to guide instruction.
- 5.5 Communicating with students, families, and other audiences about student progress.

Standard 6: Developing as a Professional Educator

- 6.1 Reflecting on teaching practice and planning professional development.
- 6.2 Establishing professional goals and pursuing opportunities to grow professionally.
- 6.3 Working with communities to improve professional practice.

- 6.4 Working with families to improve professional practice.
- 6.5 Working with colleagues to improve professional practice.
- 6.6 Balancing professional responsibilities and maintaining motivation.
- 6.7 Complying with District established, rules, regulations, policies, contracts, and laws.

13.3.2 Certificated Support Staff Members of the Unit

The District shall evaluate and assess the performance of certificated support staff unit members as it reasonably relates to the elements listed below. For purposes of this article, these positions include, but are not limited to: Counselor, Nurse, Psychologist, Consulting Teachers, and Teachers on Assignment.

For all certificated support staff unit members, the basis for the written auxiliary conference/memorandum and the summary evaluation report shall be the following evaluation standards:

Standard 1: Adhering to Established Procedures Within the Scope of the Unit Member's Assignment

- 1.1 Implementing established programs and providing required services.
- 1.2 Maintaining required records in an accurate and timely manner.
- 1.3 Complying with adopted guidelines and school procedures.
- 1.4 Supporting District and school goals and objectives applicable to the unit member's assignment.
- 1.5 Attending required professional meetings and assuming share of staff responsibilities.
- 1.6 Fulfilling adjunct duties as stated in job description.
- 1.7 Complying with District established rules, regulations, policies, contracts, and laws.

Standard 2: Fulfilling Responsibilities and Duties to Students, Parents, and Staff

- 2.1 Maintaining accessibility to students, parents, and staff.
- 2.2 Communicating effectively with students, parents, and staff.
- 2.3 Working cooperatively with students, parents, and staff.
- 2.4 Using discretion in handling confidential information.

Standard 3: Demonstrating Knowledge and Skills of the Assignment

- 3.1 Demonstrating and applying current knowledge related to the assignment.
- 3.2 Planning work throughout the year to meet required timelines.
- 3.3 Participating in opportunities for professional growth.

13.4 Evaluation Responsibilities

13.4.1 Teachers – Secondary

The building principal/designee assigned to the same site.

13.4.2 Teachers – Elementary

The building principal/designee assigned to the same site. Elementary teachers assigned to more than one (1) site shall be evaluated by the appropriate division head/coordinator/principal.

13.4.3 Certificated Support Staff

The building principal/district division head or their designees assigned to the same site.

13.4.4 Pool Option

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

13.4.4.2 The District-level administrator/principal has the option to select a person to assist as stated in section 13.4.4.1.

13.5 Evaluation Procedures

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 Goals and Objectives

Prior to September 1 for YRE Tracks A and B, prior to October 1 for YRE Tracks C and D, and prior to November 1 for traditional sites, the evaluator will meet with the evaluatee to mutually agree in writing on a minimum of three (3) goals that relate to the State Content Standards and the California Standards for the Teaching Profession.

13.5.3 Classroom Teachers

The primary focus in the evaluation of first-year non-credentialed, temporary, or first-year probationary teachers shall be on coaching, support, and feedback related to the California Standards for the Teaching Profession. Non-permanent teachers shall be evaluated each year, as required by law, in order to determine whether or not the individuals are meeting District and State Standards.

Although feedback may be provided on all six (6) Standards, first-year non-credentialed, temporary, or first-year probationary teachers will focus on three (3) standards, looking at key elements under each Standard to identify specific areas to be addressed.

- 13.5.4 The Certificated Evaluation Goals and Objectives Form and the Summary Evaluation Report for first-year non-credentialed, temporary, first-year probationary unit members will be based on the following three (3) specific standards:

Standard 1 – Engaging & Supporting All Students in Learning

Standard 2 – Creating & Maintaining Effective Environments for Student Learning

Standard 6 – Developing as a Professional Educator

The Certificated Evaluation Goals and Objectives Form and the Summary Evaluation Report for second year Probationary unit members will be based on the following three (3) specific standards:

Standard 3 – Understanding & Organizing Subject Matter for Student Learning

Standard 4 – Planning Instruction & Designing Learning Experiences for All Students

Standard 5 – Assessing Student Learning

If there are concerns regarding evaluation standards not being addressed in each of the first two (2) years of probationary or temporary employment, comments may be included in the Evaluator Comments section of the Summary Evaluation Report.

Temporary classroom teachers with more than three (3) years of service with the District, who have met the District and State Standards each year, shall be evaluated using the same procedures as permanent classroom teachers. However, they will continue to be evaluated every year.

The primary focus in the evaluation of permanent unit members shall be on coaching, support, professional development, and feedback related to the six (6) Standards. Teachers with three (3) years of immediately prior satisfactory permanent teaching experience in the District may have available the Observation Format or the Alternative Evaluation Format.

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 his/her 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 his/her 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 his/her 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).

13.6 Observation Format – Classroom Teachers

- 13.6.1 Each non-permanent member of the unit shall be observed at least two (2) times per year, once prior to December 15 and once prior to March 1, barring exigent circumstances.
- 13.6.2 Each permanent member of the unit shall be observed at least two (2) times every two (2) years unless the alternative evaluation format is applicable.
- 13.6.3 In the event that the evaluatee elects to be observed by an observer in addition to the observer assigned to him/her, this observer shall be requested in writing to the Superintendent/Designee prior to January 15.
- 13.6.4 Pre-Observation
A pre-observation form shall be completed by the teacher prior to each classroom observation. The teacher and the principal may meet to discuss the contents of the form prior to the actual observation. A meeting will be required for all non-permanent teachers.
- 13.6.5 For both permanent and non-permanent members of the unit, the formal observation report shall be based upon a period of at least thirty (30) minutes unless the observer and observee agree to a different time period. The observee may request specific times for observation.
- 13.6.6 The 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.
- 13.6.7 For permanent employees in a year of evaluation, two (2) formal observation conferences will be held prior to May 1, barring exigent circumstances.

13.6.7.1 The observee'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).

13.6.8 Observation – Certificated Support Staff Members of the Unit

13.6.8.1 The observer has the responsibility to maintain confidentiality, if appropriate, while observing the member perform his/her specialized duties.

13.6.8.2 Each non-permanent certificated support staff member of the unit shall be observed, or have an auxiliary conference/memorandum form completed at least two (2) times per year, once prior to December 15 and once prior to March 1, barring exigent circumstances.

13.6.8.3 Each permanent certificated support staff member of the unit shall be observed, or have an auxiliary conference/memorandum form completed at least two (2) times every two (2) years.

13.6.8.4 In the event that the evaluatee elects to be observed by an observer in addition to the observer assigned him/her, this observer shall be requested in writing to the Superintendent/Designee.

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

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

13.6.8.7 For permanent certificated support staff employees in the year of evaluation, two (2) formal conferences will be held prior to May 1 barring exigent circumstances.

13.6.8.8 The observee'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).

13.7 Alternative Evaluation Format – Teaching and Certificated Support Staff

The Alternative Evaluation Format is available to certificated unit members who have completed at least three (3) years of successful permanent experience 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 his/her 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 and set goals and establish an evaluation plan based on the California Standards for the Teaching Profession or the Evaluation Standards for Certificated Support Staff. 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 Format Options

In the Alternative Evaluation Format, the evaluatee and the evaluator will meet to discuss and establish the alternative evaluation method using the District forms for goals and objectives. This form will be developed with attention given to the Professional Standards and Artifact Examples. Methods for Alternative Evaluation may include, but are not limited to, the following: portfolio; journal; video; reciprocal partner; grade level, department project(s); individual project(s); recognized teacher improvement programs; 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, he/she will be provided with an Assistance Plan and be evaluated using the Observation Format during the next evaluation cycle.

13.8 Complaints

Any complaint made to an administrator regarding a member of the unit 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.

13.9 Summary Evaluation

13.9.1 Each permanent unit member with fewer than ten (10) years of experience with the Redlands Unified School District, shall be formally evaluated in

writing at least once every two (2) years, but may be evaluated each year. 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 CSTP Evaluation Process with an overall evaluation rating of “Meets Standards” or “Exemplifies or Exceeds Standards,” may be evaluated at least one (1) time every five (5) years if they are highly qualified as defined in 20 USC 7801. Either the employee or the evaluator may request or require evaluation in any school year.

Each permanent member shall receive a copy of the formal written evaluation no later than May 15th of each school year in which the evaluation takes place. Whenever a Summary Evaluation has been prepared for a permanent unit member, there shall be a conference at which time both the evaluator and the evaluatee shall sign the document. Such conference shall be as prescribed by the terms and conditions set forth in this Article. The conference shall be held as soon as possible but no later than the last working day of the school year.

13.9.2 Each non-permanent member of the unit shall be formally evaluated in writing at least once each year. Each non-permanent member shall receive a copy of the formal written evaluation no later than March 1 of each school year in which the evaluation takes place. Whenever a Summary Evaluation has been prepared for a non-permanent unit member, there shall be a conference at which time both the evaluator and the evaluatee shall sign the document. The conference shall be held with the non-permanent member as soon as possible but no later than the last working day of the school year.

13.9.3 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.

13.9.4 Rating System
Unit members' evaluations will be based on a rubric of four (4) descriptors as follows: Does Not Meet Standards, Developing Practice/Needs to Improve, Meets Standards, or Exemplifies or Exceeds Standards. Definitions of these descriptors are explained in the “Descriptors of Practice” included in the Certificated Evaluation Handbook. The evaluator must include narrative comments in the case of Does Not Meet Standards, Developing Practice/Needs to Improve and Unsatisfactory ratings and is encouraged to make comments on Meets or Exceeds Criteria ratings.

For permanent and non-permanent unit members using the Observation Format, a Summary Evaluation which includes two (2) of the five (5) or the three (3) overall categories pertaining to student instruction rated as “Does Not Meet Standards” will equal an overall *Unsatisfactory Evaluation*. A Summary Evaluation which includes three (3) of the five (5) overall categories pertaining to student instruction rated as “Needs to Improve” will equal an overall *Needs to Improve*. A Summary Evaluation which includes three (3) of any of the above five (5) categories pertaining to student instruction rated as two (2) or below will equal an overall *Needs to Improve*.

13.9.5 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.

13.9.6 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 Personnel Files

13.10.1 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:

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

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

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

13.10.2.1 Were prepared by identifiable examination committee members;

13.10.2.2 Were obtained in connection with a promotional examination.

13.10.3 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.

13.10.4 Information of a derogatory nature, except material mentioned in section 13.10.2 of this Article, 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, his/her 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.

- 13.10.5 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 members personnel file.
- 13.10.6 The person or persons who draft material to be placed in a unit members personnel file shall sign the material and signify the date on which such material was drafted.
- 13.10.7 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.
- 13.10.8 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.
- 13.11 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 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)/track 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.

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 June 1 for YRE employees and August 1 for traditional employees. 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 he/she is willing to teach. A conference shall be held within a reasonable period of time at the request of the member of the unit or the Superintendent/Designee.
- 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 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.

- 14.2.1.5 No employee shall be overtly or indirectly pressured by the Administration to seek a transfer.
- 14.2.1.6 Unit members assigned to two (2) or more work sites retain all voluntary transfer and reassignment rights at all sites.

14.2.2 Employer-Initiated Transfer (Involuntary)

14.2.2.1 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 effected in accordance with this Section.

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 upon mutual agreement.

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

14.2.2.5 Notice of any involuntary transfer or reassignment shall be given to the teacher as soon as practicable and, except in cases of extenuating circumstances such as unforeseen changes in enrollment at particular schools or teacher illness, no later than August 15.

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, he/she 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, Temporary Openings

All vacant bargaining unit positions and temporary openings of a semester's duration or longer shall initially be posted for two (2) days within the District, prior to advertising externally. Whenever possible, postings shall indicate the probable site, grade level(s) and/or subject area(s). Vacancy postings will be distributed regularly for posting to the following areas: faculty bulletin boards; areas specified for reporting arrival at school/district work sites; and at the office of the Redlands Teachers Association. Vacancies which occur during student vacation periods will be posted at the District central office and only the District sites which are open during such periods, and will be sent to the office of the Redlands Teachers Association.

14.5 Transportation For Materials

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

14.6 Reassignment

14.6.1 Employee Initiated Reassignment (Voluntary)

14.6.1.1 Members of the unit who desire a change in grade level, subject assignment, or track within a school 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.

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

14.6.2 Employer Initiated Reassignment (Involuntary)

14.6.2.1 When a reasonable cause exists due to teacher/student imbalance for an involuntary reassignment, the qualified member of the unit (at traditional sites) or the affected track (at year round sites) with the least District-wide seniority will be selected.

14.6.2.2 Before a vacancy will be filled involuntarily, the District will seek volunteers among those members of the staff at the site who are qualified.

14.6.3 Reassignments During School Year

14.6.3.1 An involuntary reassignment will be made only after a meeting between the unit member and the site administrator. The member

may have the option to have a representative of the Association present at such a meeting.

- 14.6.3.2 If a unit member is reassigned he/she will be allowed one (1) day released time to set up the new class, if such reassignment involves all of his/her assignment. No member shall be reassigned with less than two (2) days notice.

14.7 Combination Class Assignments

Notwithstanding the provisions of Section 14.6.2.1 above, 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).

At YRE sites, volunteers will be sought to take the affected grade levels within the affected track at the site. If no volunteers within the affected track at the site are available, the combination classes shall be systematically rotated on an annual basis among the permanent teachers at the affected grade levels within the affected track.

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.

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. Such assignment shall be final as of the last working day of the school year.

14.8 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 application on file will be afforded the option of competing on an equal basis with all other candidates.

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:

Kindergarten - 30:1
Primary - 30:1
Intermediate - 32:1

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:

Kindergarten - 32
Primary - 32
Intermediate - 35
Primary Combination Classes - 30**
Intermediate Combination Classes - 33

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.

* Fallsvale school shall not be included.

** 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 (subsection 15.3) shall apply to the middle school level.

15.3 Senior 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 his/her 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 55 and a maximum student contact number of 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 section 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 sections 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 sections 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 sections 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 section 15.3.4 of this Article.
- 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 sections 15.3.4.1, 15.3.4.2, and 15.3.4.3, above. For those departments covered in section 15.3.4.5, the equitability ratio shall not exceed 32 and the class size maximum shall not exceed 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 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 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 section, 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 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 by no later than April 1.

15.7 Maximum Class Size – SDC
Special Day Class – 18

ARTICLE 16
TEACHING CONDITIONS

16.1 Work Areas and Materials

The District agrees to place at the disposal of unit members, typing and duplicating equipment, computer with internet hook-up, and access to a printer 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. (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 chalkboards and/or 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 Attendance books, paper, pencils, pens, chalk, erasers, and other such material required in daily teaching responsibility.
- 16.1.7 Sufficient student desks to adequately seat all students assigned to any given classroom.

16.2 Special Staff Facilities

The District shall make available in each school lunchroom and restroom, facilities exclusively for staff use, and at least one (1) room furnished and 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 4020.1.

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.

During non-duty times, access will be afforded unit members to a telephone so located as to reasonably insure privacy of conversation. For purposes of this section, "non-duty times" shall be interpreted to mean such times that do not conflict with the instructional program or impair the normal flow of business.

16.4 Conditions of Concern

The District shall maintain sanitary and healthful school quarters. Members of the unit 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 work station shall not be in excess of 94.6 db. to insure 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.

ARTICLE 17
SECONDARY SCHOOLS DEPARTMENT CHAIRPERSONS/
SUBJECT AREA LEADERS/GRADE LEVEL LEADERS

17.1 Senior High School 9-12

17.1.1 Departmental Organization

- 17.1.1.1 Principals of the Senior High Schools and Orangewood High School may provide for appropriate leadership of instructional departments through department chairpersons.
- 17.1.1.2 The Senior 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 Orangewood High School principal shall, at his/her sole discretion, determine the number and composition of instructional departments.
- 17.1.1.4 The principal shall recommend, and the Superintendent shall appoint, a department chairperson for each established instructional department.
- 17.1.1.5 The principal shall consult with members of the instructional department(s) affected prior to making his/her recommendation(s) to the Superintendent.
- 17.1.1.6 No person shall be appointed or reappointed to the position of department chairperson without his/her 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, such services to be described in appropriate job descriptions.
- 17.1.2.2 Department chairpersons shall be appointed for a term of one (1) school year and shall be eligible for annual reappointment on the recommendation of the principal.

17.2 Middle School

17.2.1 Subject Area Leaders

- 17.2.1.1 The middle school principal shall, at his/her discretion, determine the number and composition of instructional subject areas, provided that number does not exceed seven (7).
- 17.2.1.2 The principal shall recommend and the Superintendent shall appoint a subject area leader for each established instructional subject area.

17.2.1.3 The principal shall consult with members of the instructional subject areas affected prior to making his/her recommendations to the Superintendent.

17.2.1.4 No person shall be appointed or reappointed to the position of subject area leader without his/her acceptance.

17.2.2 Grade Level Leaders

17.2.2.1 The principal shall recommend and the Superintendent shall appoint two (2) leaders for each grade level.

The principal shall consult with members of the grade levels affected prior to making his/her recommendations to the Superintendent.

No person shall be appointed or reappointed to the position of grade level leader without his/her 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 members of the unit. 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 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 member of the unit 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 his/her request, a grievant may be represented at all stages of the grievance procedure by himself/herself, his or her representative, or by an Association representative selected by the Association, except as provided in 19.3.4 of this Article.

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 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

Any employee may, at any time, present grievances to the employer 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, provided that the public school employer 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 supervisor. Unit members must clearly state to the supervisor that the discussion relates to an informal grievance so that the nature and purpose of the discussion are understood by both parties.

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, he/she shall present the grievance in writing to the appropriate supervisor. 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 supervisor shall meet to discuss the grievance and attempt to arrive at a mutually satisfactory solution. Within ten (10) days after this meeting, the supervisor 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 his/her 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 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 submit the grievance to binding arbitration. If the Association decides to submit the grievance to binding arbitration, it may, within fifteen (15) days after receipt of the request from the grievant, give written notice to the Superintendent/designee of its intent to submit the grievance to binding arbitration. Within ten (10) days of such notice, the Superintendent/designee shall request the services of an arbitrator from the California Conciliation Service. 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 not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, from the date the final statements and proofs are submitted to him/her. 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 or 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 section 19.4.2.4 of this Article 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 Superintendent or any member or representative of the Administration or Board 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 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 of the Superintendent and the grievant shall be arranged. Within five (5) days after this meeting, the Superintendent shall send his/her reply in writing to the grievant with a copy to the Association. The parties agree that the sole purpose of this section is to expedite the processing of only those grievances as defined herein, and that this section 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 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 insure 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
1107 North Orange Street
Redlands, California 92374

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) employees for a period of not less than one (1) semester. A part-time contract position is defined as one in which an employee 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 employees 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. Employees 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 employees 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 employees shall otherwise be offered the first vacant position for which they are qualified. The District and the employee may agree on a definite return date as part of the part-time and shared contract agreement.

23.5.2 Employees intending to return to full-time status in September 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 Employees returning to full-time status will be entitled to the same rights as any other employee on a paid leave status.

23.5.4 Employees 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 employee 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 (50) percent 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.

23.7.2 Teachers in part-time positions will be required to attend one (1) "Back-to-School Night" and "Open House." Faculty meetings shall be attended at the request of 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 five (5) copies of the full Board agenda for any public meeting of the Redlands School Board. 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 teachers employed full-time 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 June 10. 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 35 students will receive compensation for an additional hour of pay per day for that entire summer school semester session.

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 members are eligible for participation in the District health benefits program as described in Article 7, Sections 7.3 - 7.6, 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.
- 26.8.2 Predicated upon the following payment participation by the member:

	<u>District Pays</u>	<u>Employee Pays</u>
36 hours or more	100%	
27 to 36 hours	75%	25%
18 to 27 hours	50%	50%
12.5 to 18 hours	25%	75%

26.9 Instructional Day

Adult Education instructional 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 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 members are not eligible for Maternity Leave benefits or provisions.

26.12 Accident Reports

If an Adult Education member is injured on the job, he/she must complete a Report of Occupational Injury or Illness form, available from the Adult Education secretary.

26.13 Calendar

The Adult School calendar shall be provided for in Appendix B.

26.14 Bereavement Leave

Adult Education 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 his/her immediately family. This leave shall not be deducted from sick leave.

26.15 Jury Duty Leave

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

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

26.15.2 Adult Education 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 members of the unit.

28.1.2 Meet and Negotiate

Subsequent to notification pursuant to 28.1.1, above, the District shall meet with the Association, upon request, to negotiate over the impact, if any, on unit members 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 employees in the unit 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 members of the bargaining unit have a protected right to engage in the concerted activities set forth in Section 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 members are eligible for participation in the District health benefits program as described in Article 7, Sections 7.3 - 7.6, inclusive, if they regularly work a schedule of 12½ 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 on the part of part-time Home Teacher members shall be:

30.3.1 Voluntary on the part of the member.

30.3.2 Predicated upon the following payment participation by the member:

	<u>District Pays</u>	<u>Employee Pays</u>
36 hours or more	100%	
27 to 36 hours	75%	25%
18 to 27 hours	50%	50%
12.5 to 18 hours	25%	75%

30.4 Instructional Day

The Home Teacher 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 his/her student(s).

30.5 Accident Reports

If a Home Teacher member is injured on the job, he/she must complete a Report of Occupational Injury or Illness form, available from the Business Services office.

30.6 Calendar

Shall be as provided in Appendix B.

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 held 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.

- 31.2.4 No hearing will be held by the Board of Education on any complaint unless and until the Board has received the Superintendent's written report concerning the complaint. The 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 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
PROFESSIONAL GROWTH

32.1 Employees Included

This Article applies to those unit members who acquire a clear multiple or single subject teaching credential after August 31, 1985, as provided in Education Code §44250, §44251 and §44277. Those affected unit members, prior to the development of a professional growth program, shall be provided with a copy of the rules and regulations adopted by the Commission on Teacher Credentialing, pursuant to the law.

32.2 Requirements to Renew Credential

Those unit members to whom this Article applies shall develop an individual program of professional growth which consists of a minimum of one hundred fifty (150) clock hours of participation in activities which contribute to competence, performance, or effectiveness in the profession of education. This program is to be completed within a five (5) year period. The five (5) year period begins September 1, 1985, or on the date that a credential is issued, after September 1, 1985.

32.3 Professional Growth Plan

Each unit member who obtains a clear credential after August 31, 1985, shall develop a professional growth program which shall be consistent with the requirements of law and regulations adopted pursuant to law and District needs. Acceptable activities include, among others defined by the Commission on Teacher Credentialing, two (2) or more of the following: the completion of courses offered by regionally accredited colleges and universities; participation in professional conferences, workshops, teacher center programs, or staff development programs; service as a mentor teacher pursuant to Education Code §44496; participation in school curriculum development projects; participation in systematic programs of observation and analysis of teaching; service in a leadership role in a professional organization; and participation in education research or innovation efforts.

32.4 Responsibilities of Employee

It shall be the responsibility of the unit member to:

32.4.1 Develop and plan his/her individual professional growth program, subject to prior approval of the unit member's immediate supervisor/designee and a District-appointed professional growth advisor. Such plan shall be subject to review and revision. The same procedure shall be followed with respect to amended plan(s) developed by the unit member. All plans shall be approved or disapproved within ten (10) working days of submission.

32.4.2 Participate in at least thirty (30) clock hours of acceptable activity each year of the five (5) year plan, unless the one hundred fifty (150) clock hours have already been satisfied.

32.4.3 Submit to the immediate supervisor, no later than June 1, on District prescribed forms, a report setting forth the acceptable activities engaged in during the previous year including the number of clock hours of each such activity.

32.4.4 Take full responsibility for the submission, accuracy and truthfulness of all reports relating to acceptable activities and the hours engaged therein as provided in Section 32.4.3, above.

32.4.5 Participate in a minimum of one hundred fifty (150) clock hours of acceptable activities in accordance with the professional growth program during the five (5)-year period. Certification of full compliance with the requirements of the five (5)-year program shall be submitted by the unit member in writing to the immediate supervisor no later than ninety (90) calendar days prior to the expiration of the five (5)-year period.

32.5 Dispute Resolution

The parties agree that the dispute resolution procedure utilized in this Article shall be provided by the Commission on Teacher Credentialing rather than the Grievance Procedure (Article 19).

ARTICLE 33
YEAR ROUND EDUCATION

33.1 Calendar

The beginning of the Year Round Education (YRE) Program shall be July 1. The calendar for this program shall be adopted prior to January 31. It will appear in Appendix B.

33.2 Elementary

33.2.1 Duty Day Parameters

Instructional minute requirements shall be based on legally required grade level totals for the school year. The instructional minute requirements are as follows:

K	36,000 minutes
1-3	50,400 minutes
4-5	54,000 minutes

33.2.2 Professional Activity Days

The number of professional activity days shall be agreed upon during the calendar negotiations specified above with at least one-half (1/2) of the days to be taken at the discretion of unit members for classroom preparation, or other professional activities, with prior notification to the site administrator required. The remainder of days shall be taken as designated by the site administrator. These days shall be scheduled on the day preceding or following a track change excluding the day preceding or following winter break.

33.2.3 Elementary Parent Conferences

Conference and/or track transfer shortened days shall be scheduled on the following basis:

33.2.3.1 Two (2) days per month July through November.

33.2.3.2 One (1) day per month December through June.

33.3 Transfer and Assignment

33.3.1 Transfer of unit members to or from YRE Programs shall be made on the following basis:

33.3.1.1 Bargaining unit members working at sites designated for YRE shall be given the right to remain at the site and shall receive their initial track assignment no later than thirty (30) days after student track registration and prior to March 31.

33.3.1.2 Notwithstanding Article 14, for planning years only, any bargaining unit member who requests a transfer from a YRE Program site prior to February 15 shall be transferred to vacancies open in the regular school program.

33.3.1.3 During an initial year of the YRE Program, unit members requesting a transfer from the Year Round Education Program shall be placed in vacancies in accordance with Article 14 – Voluntary Transfer.

- 33.3.1.4 In subsequent years, any unit member who requests a transfer to or from a YRE site shall submit a completed transfer request form in accordance with the provisions of voluntary transfer (Article 14 – Transfer and Reassignment).
- 33.3.1.5 Any bargaining unit member transferring in or out of the YRE Program shall be provided assistance from the District with moving of instructional materials.
- 33.3.2 Initial track assignments in the YRE Program shall be made by the site administrator on the basis of District-wide seniority. In requesting initial track assignments, bargaining unit members may choose a grade level range within one (1) below or one (1) above their current assignment unless otherwise approved by the site administrator.
- 33.3.3 Bargaining unit members requesting a change in track assignment shall make such written requests to the principal of their school not later than February 15 of the current school year. Unit members at the site shall be provided first consideration for an opening at that site for a different track at the same grade level for the subsequent school year.
- 33.3.4 Unit members who have involuntarily changed tracks during the school year and, as a result, will work less than the required contract days, shall be provided an opportunity to substitute teach sufficient days, at their per diem rate, to fulfill the annual contractual obligation and thereby receive a full year of service for retirement purposes.
- 33.3.5 If a change of track results in a longer work year, the unit member shall be paid at his/her per diem rate for all days worked over the normal contract year.
- 33.4 Extended Workdays

In meeting instructional needs for extended special services for the YRE Program, including but not limited to the following: Resource Specialist, Speech Therapist, Elementary Enrichment Program, GATE, ESL – bargaining unit members shall be given first consideration. Unit members who provide special services and who apply to work additional days beyond their regular assignment in the YRE Program will be paid at their per diem rate for the additional days worked. Those unit members in the position to be extended at their site shall have the right of first refusal, by seniority, if they are willing to take the full assignment as specified by the District.

 - 33.4.1 Unit members assigned additional workdays shall accrue one (1) sick leave day per eighteen (18) extended workdays actually worked.
 - 33.4.2 Bargaining unit members who agree to substitute in the YRE Program shall be paid at the regular certificated substitute rate of pay.
- 33.5 Trading Days

Unit members may trade up to a maximum of five (5) school days in any given fiscal year (July 1 – June 30) without loss of pay or benefits. The request to trade days is subject to the approval of the site level administrator and must be approved, whenever possible, at least ten (10) days in advance of the trade. A trading days agreement form will be completed.

- 33.6 Discontinuance or Modification of Year Round Education Program
The YRE Program may be modified or discontinued at the discretion of the Board of Education, provided such action is otherwise consistent with the terms of the Collective Bargaining Agreement. The Superintendent shall notify the Association within a reasonable amount of time prior to action being taken on such modifications or discontinuance.
- 33.7 Track Assignment of Employee Children
Unit members whose children attend year round school in the Redlands Unified School District shall be given priority during the registration process for scheduling of their children's track assignment.
- 33.8 Instructional Material Storage
Limited storage for materials shall be provided for off-track teachers. Unit members shall not be required to transfer District-provided storage units or instructional materials to or from off-track storage. (This does not include personal items other than those approved by the site administrator.)
- 33.9 Communications
A site representative(s) designated by the Association shall be responsible for compiling all pertinent communications to be mailed, at District expense, to off-track unit members. Such site representative(s) shall be released from the daily duty schedule.

ARTICLE 34
PEER ASSISTANCE AND REVIEW PROGRAM

34.1 Peer Assistance and Review

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 programs to improve the quality of instruction through expanded and improved professional development and peer assistance.

34.2 Peer Assistance and Review (PAR) Panel

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

34.2.2 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 teacher members from their duties. Should these duties require time beyond the regular workday, teacher members shall be paid at the rate negotiated by the parties to implement the program.

34.2.3 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.

34.2.4 The PAR Panel will:

34.2.4.1 Provide annual training for PAR Panel members.

34.2.4.2 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.

34.2.4.3 Establish and implement a procedure for application and selection of the Lead Consulting Teacher, Consulting Teachers, and Support Providers.

34.2.4.4 Provide training for the Lead Consulting Teacher, Consulting Teachers, and Support Providers.

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

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

34.2.4.7 Assign the Consulting Teacher/Support Provider to the Participating Teacher.

- 34.2.4.8 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.)
 - 34.2.4.9 Distribute a copy of the adopted rules and procedures to all unit members at the beginning of each school year.
 - 34.2.4.10 Determine the number of Consulting Teachers and Support Providers and establish their case loads.
 - 34.2.4.11 Monitor and evaluate the effectiveness of the Consulting Teachers/Support Providers and make decisions regarding their continuation in the program. The PAR Panel may remove a Consulting Teacher/Support Provider from the position at any time because of the specific needs of the PAR Program, unsatisfactory performance of the consulting Teacher/Support Provider, or for other reasons which serve the best interests of the PAR Program. Prior to the effective date of such removal, the PAR Panel will meet with the Consulting Teacher/Support Provider to discuss the reasons for removal.
 - 34.2.4.12 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.
 - 34.2.4.13 Review information provided by Consulting Teachers regarding hours of observations, issues addressed, feedback, and other pertinent information.
 - 34.2.4.14 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.
 - 34.2.4.15 Develop and maintain a budget for the PAR Program subject to the approval of the Board of Education.
 - 36.2.4.16 Evaluate the impact of the PAR Program in order to make changes to improve the program.
- 34.2.5 A PAR Panel member shall neither participate in discussion nor vote on any matter in which he/she has a professional or personal conflict of interest.

34.3 Consulting Teachers

- 34.3.1 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:
 - 34.3.1.1 A clear California Teaching Credential;

- 34.3.1.2 Successful teaching experience in the Redlands Unified School District for a minimum of three (3) of the last five (5) years, spending at least sixty percent (60%) of a full time position providing classroom instruction to students;
 - 34.3.1.3 Demonstrated ability to work successfully with racially, culturally, and linguistically different groups;
 - 34.3.1.4 Demonstrated exemplary teaching ability;
 - 34.3.1.5 Demonstrated talent in written and oral communications;
 - 34.3.1.6 Demonstrated leadership ability or potential within the profession;
 - 34.3.1.7 Demonstrated ability to work cooperatively and effectively with other professional staff members;
 - 34.3.1.8 Extensive knowledge of subject matter and mastery of a range of teaching strategies including classroom management and instructional techniques.
- 34.3.2 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.
- 34.3.3 Consulting Teachers shall be selected as follows:
- 34.3.3.1 An announcement of vacancies will be posted annually throughout the District with an application deadline.
 - 34.3.3.2 Applicants shall submit application forms for the position of Consulting Teacher.
 - 34.3.3.3 Applicants shall submit at least three (3) 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.
 - 34.3.3.4 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.
 - 34.3.3.5 The candidates shall be interviewed by the PAR Panel prior to selection as a Consulting Teacher. Except for the first year of the program, selection of Consulting Teachers shall occur during the month of February.
 - 34.3.3.6 Applicants who are not selected as Consulting Teachers shall be notified in writing.
- 34.3.4 Terms shall be staggered to provide continuity and collegial support among Consulting Teachers. For the inaugural year, terms shall be two (2) or three

(3) years. After the second year of the PAR Program, 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.

- 34.3.5 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.
- 34.3.6 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.
- 34.3.7 Should a vacancy exist because a Consulting Teacher cannot fulfill his/her 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.
- 34.3.8 Consulting Teachers shall be paid for any work outside their contractual work day at the rate negotiated by the parties to implement the program.
- 34.3.9 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.
- 34.3.10 The Consulting Teacher shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, inservicing, referring, or by any other activities which, in his/her professional judgment, will assist the Participating Teacher.
- 34.3.11 The Consulting Teacher shall maintain a log of contacts and specific support given to each Participating Teacher.
- 34.3.12 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.
- 34.3.13 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.
- 34.3.14 The Consulting Teacher shall submit the final report to the Mandatory for Review Participating Teacher to receive his/her signature to verify delivery and receipt.
- 34.3.15 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.

- 34.3.16 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.
- 34.3.17 Upon completion of service as a Consulting Teacher, he/she will be returned to the position which he/she held prior to becoming a consulting Teacher. If that position no longer exists, he/she shall be provided a similar position that he/she is credentialed to teach. The Association agrees that this may require the District to employ additional temporary teachers.

34.4 Lead Consulting Teacher

- 34.4.1 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.
- 34.4.2 The qualifications and selection process for the Lead Consulting Teacher shall be in accordance with Sections 34.3, 34.3.1, 34.3.2, and 34.3.3 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.
- 34.4.3 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.
- 34.4.4 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 his/her services are no longer needed.
- 34.4.5 The Lead consulting Teacher shall have the following responsibilities:
 - 34.4.5.1 Plan, coordinate, facilitate, and present at teacher orientation programs;
 - 34.4.5.2 Assist with the integration of the Peer Assistance Program with the District's New Teacher Program;
 - 34.4.5.3 Assist with the staff development program for both new and veteran teachers;
 - 34.4.5.4 Establish a resource bank of veteran teachers as a resource for the consulting Teachers(s) to utilize while assisting the Participating Teacher(s);
 - 34.4.5.5 Assist Participating Teachers by demonstrating, observing, coaching, conferencing, inservicing, referring, or by any other

activities which, in his/her judgment, will assist the Participating Teacher.

34.5 Support Providers

- 34.5.1 A Support Provider is a classroom teacher who provides assistance to non-permanent teachers pursuant to new teacher programs.
- 34.5.2 The qualifications and selection process for the Support Providers shall be in accordance with Sections 34.3, 34.3.1, 34.3.2, and 34.3.3, of this PAR Program.
- 34.5.3 Unless otherwise indicated, Support Providers will serve a five (5)-year term.
- 34.5.4 Support Providers shall be paid for work related to the PAR Program at the rate negotiated by the parties.

34.6 Participating Teachers

34.6.1 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 five (5) categories of Participating Teachers:

34.6.1.1 Mandatory for Review Participating Teacher

34.6.1.2 Mandatory for Assistance Participating Teacher

34.6.1.3 Voluntary Participating Teacher

34.6.1.4 Beginning Participating Teacher

34.6.1.5 New to the District Participating Teacher

34.6.2. Mandatory for Review Participating Teachers

34.6.2.1 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 four (4) categories of evaluation that pertain to student instruction and learning.

34.6.2.2 The Human Resource Office shall send a copy of the unsatisfactory evaluation to the PAR Panel. A Mandatory Participating Teacher shall be notified in writing of his/her placement in the PAR program by the PAR Panel.

34.6.2.3 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.

- 34.6.2.4 The Mandatory Participating Teacher shall meet with the Consulting Teacher no later than the fourth week of 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.
- 34.6.2.5 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.
- 34.6.2.6 A copy of the final report shall be provided to the Mandatory Participating Teacher and to the PAR Panel.
- 34.6.2.7 The PAR Panel shall not act on the Consulting Teacher's reports before ten (10) work days 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, time lines may be extended.
- 34.6.2.8 The Consulting Teacher shall continue to provide assistance not to exceed one (1) year to the Mandatory Participating Teacher until he/she concludes 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.
- 34.6.2.9 The results of the Participating Teacher's mandated participation in the PAR Program shall be made available for placement in his or her personnel file.

34.6.3 Mandatory for Assistance Participating Teachers

- 34.6.3.1 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 four (4) categories of evaluation that pertain to student instruction and learning on the recent Summary Evaluation Report.
- 34.6.3.2 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.
- 34.6.3.3 Mandatory for Assistance Participating Teachers shall be given assistance only after the needs of Mandatory Participating Teachers and beginning teachers have been met.

34.6.4 Beginning Participating Teachers

- 34.6.4.1 The purpose of participating in the assistance component of the PAR Program is to support Beginning Teachers in need of assistance and coaching to improve instructional skill, classroom management, knowledge of subject area, and related aspects of teaching performance as related to the California Standards for the Teaching Profession.
- 34.6.4.2 The purpose of participation is to provide peer assistance only. The Consulting Teacher or Support Provider shall play no role in the evaluation of the teaching performance of a Beginning Teacher Participant.
- 34.6.4.3 The formal evaluation of the Beginning Teacher is the sole responsibility of the site administrator.
- 34.6.4.4 The Beginning Teacher shall be defined as:
 - 34.6.4.4.1 Fully credentialed 1st or 2nd year teachers (Preliminary or Professional Clear);
 - 34.6.4.4.2 Intern Teachers;
 - 34.6.4.4.3 Teachers with Emergency Permits/Pre-Interns.
- 34.6.4.5 Beginning Teachers in 34.6.4.4.1 must be served prior to assigning teachers in 34.6.4.4.2 and 34.6.4.4.3 to a Consulting Teacher or a Support Provider.
- 34.6.4.6 Participating in the PAR Program for assistance shall be mandatory for first year teachers. Assistance for second year teachers may be mandatory if it is determined by both the Consulting Teacher/Support Teacher and the PAR Panel.

34.6.5 Voluntary Participating Teachers

- 34.6.5.1 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 his/her participation in the PAR Program at any time.
- 34.6.5.2 Voluntary Participating Teachers shall be given assistance only after the needs of Mandatory Participating Teachers and Beginning Teachers have been met.
- 34.6.5.3 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.

34.6.6 New to the District Participating Teachers

34.6.6.1 The purpose of participating in the Peer Assistance Liaison (PAL) component of the PAR Program is to support New to the District Participating Teachers.

34.6.6.2 A PAL teacher will be assigned to the New to the District Participating Teacher at his or her site to help with orientation and provide support. Selection of PAL teachers will be by mutual agreement of the site administrator and PAR panel.

34.6.6.3 The PAL program will be in effect the first year of the new teacher's employment only.

34.6.6.4 Resources, support, and release time will be provided to PAL program teachers as the PAR Panel deems appropriate.

34.7 Miscellaneous Provisions

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

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

34.7.3 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.

34.7.4 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.

34.7.5 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.

34.7.6 Consulting Teachers, Support Providers, 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.

34.7.7 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.

Expenditures for the PAR Program shall not exceed revenues and carryover received from funds made available through the passage of AB 1X and shall not impact the General Fund.

34.7.8 No more than 5% of the funds received by the District for the PAR Program may be expended for administrative costs. It is understood and agreed that the PAR Program shall terminate if, for any reason, there exists an inability for full funding thereof through AB 1X (1999 Villariagosa), BTSA, or successor legislation.

34.7.9 This Article on Peer Assistance and Review shall be reviewed on or before June 30, 2001, and annually thereafter. Prior to that date, the parties agree to meet and renegotiate its provisions, making necessary changes to improve the PAR Program.

ARTICLE 35
REDLANDS INDEPENDENT STUDY EDUCATION (RISE)/
HELP PROGRAM TEACHERS

35.1 Compensation

Compensation for RISE and HELP teachers shall be provided in Appendix A-2.

35.2 Health and Welfare Benefits

RISE and HELP Program unit members are eligible for participation in the District health benefits program as described in Article 7, Sections 7.3 - 7.6, 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 RISE and HELP Program unit members shall be:

35.2.1 Voluntary on the part of the member.

35.2.2 Predicated upon the following payment participation by the member:

	<u>District Pays</u>	<u>Employee Pays</u>
36 hours or more	100%	
27 to 36 hours	75%	25%
18 to 27 hours	50%	50%
12.5 to 18 hours	25%	75%

35.3 Instructional Day

RISE and HELP Program unit members shall be in their classrooms promptly at the beginning of the class hour for which they have been scheduled and remain until the assigned teaching period is concluded.

35.3.1 RISE 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.

35.4 Sick Leave

RISE and HELP program unit members shall accrue sick leave at the rate of one (1) hour for every twenty (20) hours of service. Such leave is for use in the RISE and HELP programs only.

35.4.1 Additional Leave

Every RISE/HELP employee shall be entitled to use up to eight (8) days (on a prorated basis based on hours worked per day) per year of paid sick leave for reasons of personal necessity in accordance with Article 8.7.1. Every RISE/HELP employee shall be entitled to use two (2) additional days per year of paid sick leave as general leave for any reason. An employee shall, except in cases of demonstrable emergency, give notice of intent to use personal necessity leave in writing to his/her principal/designee.

35.5 Maternity Benefits

Hourly or part-time RISE members are not eligible for Maternity Leave Benefits or provisions.

35.6 Bereavement Leave

RISE and HELP program 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 his/her immediately family. This leave shall not be deducted from sick leave.

35.7 Jury Duty Leave

On the first day RISE and HELP program unit members are to report for Jury Duty, the following provisions shall apply:

35.7.1 An employee granted jury duty leave shall be granted full compensation according to their regularly scheduled hours for one day of jury duty service. Employee is required to submit an affidavit verifying completion of jury service.

35.7.2 RISE and HELP program 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.

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. Senior 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
\$700.00	8 Teachers
\$550.00	5-7 Teachers
\$375.00	3-4 Teachers
\$225.00	1-2 Teachers

b. 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 Subject Area Leaders/Grade Level Leaders
- a. The annual stipends for middle school Subject Area Leaders shall be as follows:

SUBJECT AREA LEADER	TEACHER COUNT
\$700.00	8 Teachers
\$550.00	5-7 Teachers
\$375.00	3-4 Teachers
\$225.00	1-2 Teachers

- b. The annual stipends for middle school Grade Level Leaders shall be seven hundred dollars (\$700.00).

5. Elementary Teachers-In-Charge Stipends

The annual stipends for elementary school Teachers-In-Charge shall be seven hundred dollars (\$700.00). Teachers-In-Charge shall only be assigned to elementary schools without Assistant Principals.

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 as follows:

Step:	1	2	3	4	5
	\$37,165	\$39,471	\$41,762	\$44,055	\$46,356

3. Extended Day Stipends (per semester)

Activities Director	.0444
Band	.0430
Choral	.0430
Drama	.0376
Journalism	.0322
Literary Magazine	.0161
Pep Squad/Drill Team Advisor	.0300
Yearbook	.0215

Academic Pentathlon Advisor K-8
(Two per school) \$300.00

Outdoor Science Education
Program Teacher K-5 \$50.00 per overnight stay

Appendix A-5

REDLANDS UNIFIED SCHOOL DISTRICT
SENIOR HIGH SCHOOL COACHES/EXTENDED DAY SALARY SCHEDULE
(GRADES 9-12)

1. Effective July 1, 1991, all newly employed coaching and extended day employee salary ratios shall be applied to an index schedule of three steps. Each step will equal the number of years of coaching experience, up to three, in the sport or activity in the District. The index schedule is as follows:

Step:	1	2	3
	\$25,805	\$28,001	\$32,943

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

Baseball

Head Varsity .0889
Assistant Varsity .0711
Junior Varsity .0711
Freshman .0711

Basketball

Head Varsity, Boys .0956
Head Varsity, Girls .0956
Assistant Varsity, Boys .0765
Assistant Varsity, Girls .0765
Junior Varsity, Boys .0765
Junior Varsity, Girls .0765
Freshman Boys .0765
Freshman Girls .0765

Cross-Country

Head Varsity, Boys .0720
Assistant, Boys .0569
Head Varsity, Girls .0720
Assistant, Girls .0569

Football

Head Varsity .1114
Assistant Varsity (5) .0891
Head Junior Varsity .0891
Assistant Junior Varsity (2) .0713
Head Freshman .0891
Assistant Freshman .0713

<u>Golf</u>		
Head Varsity, Boys		.0720
Head Varsity, Girls		.0720
<u>Soccer</u>		
Head Varsity, Boys		.0855
Junior Varsity Boys		.0684
Freshman, Boys		.0684
Head Varsity, Girls		.0855
Junior Varsity, Girls		.0684
Freshman, Girls		.0684
<u>Softball</u>		
Head Varsity		.0889
Assistant Varsity		.0711
Junior Varsity		.0711
Freshman		.0711
<u>Swimming</u>		
Head Varsity		.0900
Assistant Varsity		.0750
Junior Varsity		.0750
<u>Tennis</u>		
Head Varsity/Junior Varsity, Boys		.0788
Head Varsity/Junior Varsity, Girls		.0788
<u>Track</u>		
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
<u>Volleyball</u>		
Head Varsity, Boys		.0730
Junior Varsity, Boys		.0583
Freshman, Boys		.0583
Head Varsity, Girls		.0730
Junior Varsity, Girls		.0583
Freshman, Girls		.0583
<u>Water Polo</u>		
Head Varsity, Boys		.0731
Junior Varsity, Boys		.0600
Head Varsity, Girls		.0731
Junior Varsity, Girls		.0600

Wrestling

Head Varsity	.0878
Assistant Varsity	.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.

Unit members employed in ninth grade coaching positions during the 1992-93 school year who were compensated with the appropriate ratio applied to their actual salary level placement shall retain rights to that compensation if selected to fill a coaching vacancy in the same sport at any time up through the initial year of the opening of a second high school.

4. 9-12 Campus Extended Day Stipends (per semester)

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
Literary Magazine	.0244
Mock Trial Advisor	.0430
Mock Trial Assistant Coach	.0415
Pep Squad Advisor/Varsity	.0539
Pep Squad Advisor/Junior Varsity	.0430
Frosh Pep Squad Advisor	.0300
Speech	.0710
Assistant Speech	.0430
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.

Appendix B – School Calendars

Appendix C – Absence Affidavit

Appendix D
**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 **Accepted**

_____ Recommendation **Not Accepted**

_____ Recommendation **Not Accepted**

Superintendent's Signature

Grievant(s) Signature(s)

Date

Date

LEVEL 4 – ARBITRATOR’S DISPOSITION (30 work days subsequent to submission at Level 3) (ON-TRACK DAYS FOR YEAR ROUND EMPLOYEE)

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

Appendix E

Please refer to the "Certificated Evaluation System" booklet for information and sample forms.

Appendix F

REDLANDS UNIFIED SCHOOL DISTRICT

Waiver of Class Size Maximums – Secondary

I/We concur in the decision to waive class size maximums as provided in section 15.1.7 of the Certificated Collective Bargaining Agreement.

I/We agree 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's Signature

Date

School

Appendix G
MEMORANDUM OF UNDERSTANDING
REDLANDS UNIFIED SCHOOL DISTRICT
AND
REDLANDS TEACHERS ASSOCIATION

The undersigned do hereby agree that the District will provide Elementary Enrichment Programs consisting of teachers in Art, Music, and P.E. for general education pupils in grades four (4) and five (5) utilizing lottery monies. This does not in any way affect Article 10 – Working Days and Professional Duties, Section 10.3.1.1, Intermediate Preparation Periods in the Certificated Collective Bargaining Agreement between Redlands Unified School District and Redlands Teachers Association/CTA/NEA.

Furthermore, the District agrees to provide lottery funds to implement an Elementary Enrichment Program for general education pupils in grades one through three (1-3). These funds shall be utilized to provide curriculum enhancing experiences for the children in these grade levels. The Assistant Superintendent will be responsible for convening a committee of teachers and administrators, to determine specific program recommendations for approval by the Board of Education.

Regular classroom teachers, teaching in grades one through three (1-3) shall be granted the equivalent of a fifty (50)-minute period of time each week during the instructional day to be used exclusively for professional meetings, preparation, planning and/or conferencing while their pupils are participating in the Enrichment Program.

The Elementary Enrichment Programs for grades one through five (1-5) will be funded with lottery monies previously allocated for the reduction of class size. In the event that lottery funds so designated are reduced, the Enrichment Programs shall receive priority in allocation of those remaining lottery funds.

Representative
Redlands Unified School District

Representative
Redlands Teachers Association/
CTA/NEA

Date

Date