

AGREEMENT ADDENDUM
between the
BOARD OF EDUCATION
of the
REDLANDS UNIFIED SCHOOL DISTRICT
and the
REDLANDS TEACHERS ASSOCIATION/CTA/NEA

The following agreement has been reached by designated representatives of the Board of Education and the Redlands Teachers Association/CTA/NEA (“RTA”) in accordance with the California Education Employment Relations Act and will be in effect from July 1, 2022, through June 30, 2025.

Representative
Board of Education

Representative
RTA

Date

Date

Approved by the Board of Education:

Approved by RTA:

President
Board of Education

President
RTA

Date

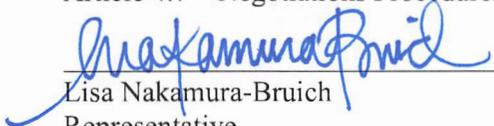
Date

TENTATIVE AGREEMENT
between the
BOARD OF EDUCATION
of the
REDLANDS UNIFIED SCHOOL DISTRICT
and the
REDLANDS TEACHERS ASSOCIATION/CTA/NEA
October 15, 2024

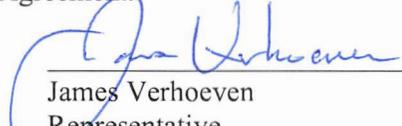
The designated representatives of the Redlands Unified School District and the Redlands Teachers Association/CTA/NEA do hereby agree that tentative agreement has been reached on the following Articles:

- ARTICLE 8 – LEAVES
- ARTICLE 10 – WORK DAY AND PROFESSIONAL DUTIES
- ARTICLE 12 – EMPLOYEE PROTECTION
- ARTICLE 13 – EVALUATION
- ARTICLE 33 – eACADEMY TEACHERS
- ARTICLE 34 - RISE PROGRAM TEACHERS**

This constitutes the completion of all negotiations for the 2024-25 school year. These items shall remain in full force and effect through June 30, 2025, subject to final approval of the Tentative Agreement as per Article 4.7 – Negotiations Procedures, of the current Agreement.



Lisa Nakamura-Bruich
Representative
Redlands Unified School District



James Verhoeven
Representative
Redlands Teachers Association/CTA/NEA

12/11/2024

Date

12-11-2024

Date

TENTATIVE AGREEMENT
between the
BOARD OF EDUCATION
of the
REDLANDS UNIFIED SCHOOL DISTRICT
and the
REDLANDS TEACHERS ASSOCIATION/CTA/NEA
October 15, 2024

The Agreement between the Redlands Unified School District (RUSD) and the Redlands Teachers Association/CTA/NEA (RTA), effective from July 1, 2022, to June 30, 2025, is hereby amended as follows. New language and provisions are shown in **bold**. Deleted language or provisions are shown in ~~strikethrough~~. All changes shall be effective upon final ratification by both the membership of RTA and the Board of Education of RUSD, unless otherwise stated.

ARTICLE 8 – LEAVES

8.18 Administrative Leave

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

Renumber remaining articles

ARTICLE 10 – WORKING DAY AND PROFESSIONAL DUTIES

10.4 Teaching Assignment

10.4.1 Elementary School

10.4.1.1 Elementary Preparation Period(s)

Transitions and/or Kindergarten teachers who teach a full day or early bird/late bird model, all general education, and Separate Class (Self-Contained) Special Education classroom teachers teaching in grades one through five (1-5) shall receive nine (9) half-days per year to schedule professional activity time. This time must be used for preparation and/or planning in support of **the** classroom instruction program (including grading, assessment, or collaboration with other teachers), and may be used at the worksite or at the District office. Scheduling of the professional activity time must be scheduled at least one week prior to the use with the site administrator.

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

ARTICLE 12 – EMPLOYEE PROTECTION

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

Renumber remaining articles, beginning with Conditions Under Which Students May Be Excluded

- 12.5 Discipline Guidelines
- 12.5.1 Unit Member Education
The Redlands Teacher Association shall be provided up to thirty (30) minutes during the first staff professional development day prior to the start of the student year to educate unit members regarding their employee protections.
- 12.6 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 District will support and hold harmless, to the extent required by law, unit members who lawfully enforce School Board Policy including BP 5131(9) regarding student cell phone use.** The Board shall not take disciplinary action against a teacher who uses demonstrably justifiable force in the performance of professional duties.
- 12.7 Employee’s Responsibility and Rights in Cases of Assault
- 12.7.2 A unit member who **intervenes in or** is the victim of an assault, battery, attack or threat, verbal or physical, and who so requests, may be immediately granted the remainder of the day of the assault, attack, or threat released from duty. This release day shall not be charged against any of the unit member’s accrued or accumulated leaves specified in Article 8 – Leaves.

12.9 **Reputational Protection**

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

12.10 **Investigation Results**

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

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

12.11 **Section 527.8 of the Code of Civil Procedure: Workplace Violence Prevention Plan**

The District will prepare and make available a workplace violence prevention plan as required by current state laws. Such plans currently contain the following information (such obligations may change as the law changes):

1. The District will maintain a record of information in a violent incident log for every workplace violence incident; and
2. The District will provide annual effective training to unit members on the workplace violence prevention plan; and
3. The District will provide additional training when a new or previously unrecognized workplace violence hazard has been identified and when changes are made to the plan; and
4. The District will make incident logs, violence prevention plans, and all training materials available to unit members and their representatives upon request.

Renumber remaining articles, beginning with Legal Defense

12.4316 **Personal Property Verification**

An inventory of personal property used by employees for instructional purposes shall be filed with and approved by the appropriate supervisor prior to classroom use. The form for this inventory shall be made available to all employees **on the District website. The form may be submitted at any time in the school year.** In the case of loss by theft, vandalism, or accident to inventoried materials, the District shall reimburse the employee to the extent not covered by the employee's own applicable insurance protection, provided the employee has, when appropriate, filed a report with the law enforcement agency having jurisdiction. Such reimbursement shall not be made for losses of less than \$25.00 aggregate, nor of more than \$1,500.00 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 evaluation process is part of the District's responsibility to continually monitor student's academic progress, social-emotional well-being, and the safe and secure learning environment. **The primary focus in the evaluation of unit members shall be on coaching, support, professional development, and feedback related to the six (6) Standards.**

13.2 Application of the System

13.2.1 Information Provided

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

13.2.2 District-wide and Site-based Uniformity of Information

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

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

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

13.2.3 Inservice Training – Administrators

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

13.3 Evaluation Elements

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

13.3.1 Classroom Teachers

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

13.3.2 Counseling Staff

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

13.3.3 Certificated Support Staff

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

13.4 Evaluation Responsibilities

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

13.4.1 Pool Option

13.4.1.1 District Pool of Observers

A District pool of observers consisting of those permanent certificated employees who indicate a willingness to serve as observers shall be constituted. The District administration shall provide appropriate inservice.

13.5 Evaluation Process

13.5.2 Unit Members

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

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

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

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

13.5.3 Timeline for Permanent Unit Members

Prior to November 1 Each unit member shall meet for an Evaluation Overview Meeting

Prior to May 1 Each unit member shall have two observations completed

Within 10 days of observations	Each unit member must meet with observer to review each formal observation
On or before May 15	Each unit member must receive a copy of the Summary Evaluation
On or before the last working day of the school year	Each unit member must meet with the observer to review and sign the Summary Evaluation

13.5.4 **Timeline for Probationary and Temporary Unit Members**

Prior to November 1	Each unit member shall meet for an Evaluation Overview Meeting
Prior to December 15	Each unit member shall have first observation completed
Within 10 days of observation	Each unit member shall meet with observer to review the first formal observation
Prior to March 1	Each unit member shall have second observation completed
Within 10 days of observation and on or before March 1	Each unit member shall meet with observer to review the second formal observation
On or before March 1	Each unit member must meet to review and sign the Summary Evaluation

13.6 **Formal Observation Procedures**

13.6.1 **Evaluation Overview Meeting**

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

13.6.2 **Formal Pre-Observation**

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

13.6.3 **Formal Observation**

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

13.6.5 **Post-Observation Conference**

The formal observation shall be followed within ten (10) school days by an observation report conference in which the observer and the observee shall review the written

observation(s). Any observee who receives a negative observation report shall, upon request, be entitled to one (1) subsequent observation, conference, and written observation report for the requested observation.

13.6.6 **Summary Evaluation**

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

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

13.7 **Alternative Evaluation Format**

The Alternative Evaluation Format is available to unit members who have completed at least three (3) successful **evaluation cycles** in the District immediately prior to this evaluation cycle (with the exception of 13.7.3). Once this option has been selected, the evaluatee shall develop 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 **the evaluation plan based on the applicable negotiated standards**. The timeline may encompass one (1) year or two (2) years by mutual agreement of the unit member and the site administrator. If the evaluation encompasses two (2) successive years and standards are met, then the unit member will have a one (1)-year interim prior to the next evaluation.

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

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

13.7.2 **Alternative Evaluation Plan Options**

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

13.8 **5-Year Evaluation Cycle**

Bargaining unit members, who have at least ten (10) years of regular public school experience for which a valid public school credential (K-12) was held and required, who have attained permanent status with the Redlands Unified School District, and who have completed the negotiated standards evaluation process with an overall evaluation rating of

“Meets Standards,” may be evaluated at least one (1) time every five (5) years. Either the employee or the evaluator may request or require evaluation in any school year.

13.9 Rating System

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

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

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

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

13.10 Complaints

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

ARTICLE 33 – eACADEMY TEACHERS

33.1 Teaching Assignment

33.1.1 Elementary Teaching Assignment

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

33.1.1.1 Caseload

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

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

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

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

33.1.1.5 Preparation Periods

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

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

33.1.2 Secondary Teaching Assignment

33.1.2.1 Caseload

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

33.1.2.2 Teachers can have up to five (5) classes per week, including at least one (1) elective, unless mutually agreed upon between the administrator and the teacher.

33.1.2.3 Teachers will be provided one (1) weekly “Homeroom” block with approved curriculum for the purpose of student support.

33.1.2.4 Teachers will be provided a minimum of ninety (90) minutes per week for the purpose of tutoring/office hours.

33.1.2.5 Preparation Periods

Teachers will be provided a minimum of ninety (90) minutes per day to be used exclusively for professional meetings, preparation, planning and/or conferencing outside the instructional day.

33.1.2.6 Teachers will be provided a minimum of five (5), ninety (90) minute blocks per week for the purpose of “check-ins.”

33.2 Assignment of Substitutes

Every effort shall be made to utilize existing eAcademy teachers to cover substitute assignments, when a District provided eAcademy trained substitute is not available.

33.3 Guidance Counselors

The principal will assign a period of counseling for each forty (40) students, not to exceed a caseload of two hundred (200).

ARTICLE 34 – RISE PROGRAM TEACHERS

34.1 RISE

34.1.1 Elementary Teaching Assignment

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

34.1.1.1 Caseload

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

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

34.1.1.3 Office hours will be provided for teachers on a weekly basis for a minimum of two and three-quarters (2.75) hours for the purpose of student support.

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

34.1.1.5 Preparation Periods

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

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

34.1.2 Secondary Teaching Assignment

34.1.2.1 Caseload

Teachers will be provided a maximum caseload of twenty-seven (27) students with whom they are responsible for check-ins and completing mandatory paperwork.

34.1.2.4 Teachers will be provided a minimum of (3) hours per week for the purpose of collaboration and planning, ninety (90) minutes of which will be teacher directed.

34.1.2.5 Preparation Periods

Teachers will be provided a minimum of five (5) hours of per week to be used exclusively for professional meetings, preparation, planning and/or conferencing during the instructional day.

34.1.2.6 Teachers will be provided a minimum of three (3) hours per week for the purpose of student testing.

34.2 Assignment of Substitutes

Every effort shall be made to utilize existing RISE teachers to cover substitute assignments when a District provided RISE trained substitute is not available.

34.3 Student Contact Time

RISE teaching unit members shall have a student instructional contact day not to exceed 284 minutes.

34.4 Guidance Counselors

The principal will assign a period of counseling for each forty (40) students, not to exceed a caseload of two hundred (200).

34.5 Stipends

RISE teachers who are assigned both elementary and middle/high school classes shall receive the Elementary Combination Class Teacher stipend in accordance with Appendix A-1.