

# **AGREEMENT**

**BETWEEN**

**BOARD OF EDUCATION  
BANNING UNIFIED SCHOOL DISTRICT**

**AND**

**BANNING TEACHERS ASSOCIATION  
AFFILIATED WITH CALIFORNIA TEACHERS ASSOCIATION  
AND NATIONAL EDUCATIONAL ASSOCIATION**

## **BTA CONTRACT**

**JULY 1, 2022- JUNE 30, 2025**

Collective Bargaining Agreement  
Banning Unified School District and  
Banning Teachers Association  
For 2022-2025

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## ARTICLE 1 - AGREEMENT

The Articles and provisions contained herein constitute a binding Agreement ("Agreement") by and between the Board of Trustees of the Banning Unified School District ("Board") and the Banning Teachers Association (BTA) ("Association"), and employee organization. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code ("Act"). This Agreement shall remain in full force and effect from July 1, 2022, until June 30, 2025.

FOR THE DISTRICT:

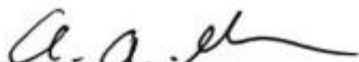


Terrence Davis, Superintendent



Victor Herrera, District Negotiator

FOR THE ASSOCIATION:



Anthony Garcia, BTA President



Randy Robinson, BTA Chief Negotiator

## **ARTICLE 2 - RECOGNITION**

The Board recognizes the Association as the executive representative of all certificated employees of the Board including but not limited to: Teachers, Librarians, Counselors, Resource Specialists, Specialist Teachers, Therapists, Psychologists, District Nurse, Teacher on Assignment and excluding Superintendent, Assistant Superintendent, Directors, School Principals, Vice Principals, and any other new administrative positions. The District retains the right to contract for services with non-unit members without replacing Bargaining Unit Members.

### **ARTICLE 2.1- INDIVIDUAL CONTRACTS**

Any individual contract between the Board and an individual Unit Member heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement.

## **ARTICLE 3 - ASSOCIATION RIGHTS**

Authorized representatives of the Association shall have the right to transact official Association business on school property in accordance with District Facilities Use Policies and only when it does not interfere with the school program or duties of the Bargaining Unit Members.

The Association shall have the right to use District facilities and related equipment in accordance with District Facilities Use Policies for Association meetings outside established work hours.

The Association shall have the right to use District facilities in accordance with District Facilities Use Policies during work hours when: (a) Association authorized representative secures advance permission from the site administrator for such use within established work hours (such permission shall not be unreasonably withheld); (b) Association meetings do not interfere with the school program or duties of bargaining unit members; (c) Association meetings do not interfere with the rights of bargaining unit members to refrain from listening to or speaking with Association representatives. The Association shall have the right to the reasonable use of the District internal mail services and mail boxes so long as such use does not violate the U.S. postal service monopoly. The Association shall have the sole right to post and remove notices of activities and matters of Association concern on Association bulletin boards, one of which shall be provided by the District at each school site in an area frequented by Bargaining Unit Members.

Upon request, at least ten (10) calendar days prior, the District shall place on the agenda for any regular Board meeting an item for BTA public communication, so long as such agenda item does not violate the privacy interests of individuals and conforms with the Brown Act and the Education Employment Relations Act (EERA). The Association shall have the right to address unit members at appropriate times before or after faculty meetings.

### **ARTICLE 3.1-NEW CERTIFICATED STAFF ORIENTATION**

All new certificated staff will have three additional work days during their first year of employment to participate in three days of orientation. The days will be scheduled before the fall Professional Development days and will be compensated at the employee's daily per diem. If a new employee begins after the school year begins, the employee will attend the three-day orientation the following school year.

During the three-day orientation, the Association shall have the exclusive use of the hour following the lunch period (one hour per day for the first two days only). In the event this orientation was less than four (4) hours in a given day, the Association shall have the exclusive use of the last thirty (30) minutes. In addition, the Association shall have the ability to invite new certificated employees to a voluntary unpaid lunch event off District premises during the lunch period.

During the school year and following summer orientations, if the District hires certificated employees, the District will include a union membership packet with their new hire packet and invite the union president to any orientation that may occur. A new employee orientation is defined as the onboarding process of a newly hired certificated employee (within the first school year of their regular employment) in which an employee is advised of their employment status, rights, duties and responsibilities, and any other employment related matters.

BTA will be notified of the dates and times of each new employee orientation. Notification shall occur a minimum of ten (10) days prior to any new employee orientation. By mutual agreement, this timeline may be shortened, but in no event will the Association to be given less than three (3) days' notice.

## **ARTICLE 3.2- SHARING EMPLOYEE INFORMATION**

Prior to each new employee orientation, the District shall provide the Association with a list of new hires invited to attend. Within thirty (30) days, the District shall provide the Association with the names, job title(s), departments, work sites, and if on file with the District, the home and personal cellular phone numbers, personal email addresses on file with the District, and home addresses of new hired employees.

At the following times of year: the first calendared work day in September, the first calendared work day in January, the first calendared work day in May, the District shall provide the Association with updated lists of employees with the names, date of hire, job title(s), departments, work sites, and if on file with the District, the home and personal cellular phone numbers, personal email addresses, and home addresses of employees. When so requested by the Association, these lists shall be provided at other times and shall be provided in a timely manner.

The District, upon request by the Association, agrees to furnish, to the Association, all available public information concerning financial resources and professional staffing. Other than as specifically set forth in this agreement, the District shall not be obliged to provide any information or documents other than as regularly prepared in the ordinary course of business.

Whenever the District forms, revises, or dissolves any committee involving members from more than one site on which a Bargaining Unit Member may be selected to serve, the Association shall be notified. The District shall supply, without delay, a copy of the communication announcing such information, revision, or dissolution of the committee. Such communication shall be supplied to the BTA. President before any nomination or response shall be expected from the Association. When forming or revising the committee, the titles of District representatives serving on the committee, if known at the time, shall be made known. Throughout the term of this Agreement, the District's record of all such committees, reflecting current membership and the name of the administrator servicing the committee, shall be accessible to the Association President and/or to his/her designee.



### **ARTICLE 3.3- UNION RELEASE TIME**

The Association president and its representative(s) shall be allowed, without cost to the Association, up to thirty (30) days per person of released time for purpose of conducting Association business to utilize for local, state, or national conferences or conducting other business pertinent to Association affairs, including contract maintenance and grievance processing, When possible, these representatives shall provide upon three (3) day's advance notification to Human Resources via the substitute platform system. Under EERA 3543.1 (c), leave for negotiating, negotiation planning, and processing grievances shall have the right to have reasonable periods of release time without loss of compensation, in addition to the thirty (30) days of Association leave. In the event any union release time or substitute teacher cost is reimbursable from any agency, the Association shall submit the appropriate documents to the Human Resources office.

No leave shall be authorized or requested for the purpose of planning, participating, or encouraging strikes, boycotting, or work stoppages within the employer's jurisdiction. The Association shall have the exclusive right to represent members of the Bargaining Unit. The Association shall have the right to consult with the District on the definition of educational objectives, the determination of the content of courses and curriculum, staff development, methods of student evaluation, and the selection of textbooks. The composition of the consulting group representing the Bargaining Unit Members shall be determined by the Association but shall not exceed four (4) Bargaining Unit Members. The meetings will be of mutual agreement. A district wide staff development needs assessment survey shall be distributed to Bargaining Unit members prior to May first of each year. Survey results shall be used collaboratively to plan staff development at District and/or site levels.

## **ARTICLE 4 - ORGANIZATIONAL SECURITY**

The right of payroll deduction for payment of membership dues, initiation fees, and general assessments shall be accorded exclusively to the Association. The District shall deduct other voluntary payments as authorized by unit members and the Association. Association members who currently have authorization cards on file for the above purposes need not be re-solicited. Membership dues, initiation fees, and general assessments, upon formal written request from the Association to the District, shall be increased or decreased without re-solicitation and authorization from unit members.

Membership dues are a matter of agreement between members and their Association, can only be revoked in writing, must comply with the terms of the employee's authorization revocation request of membership, and must be directed to the local association president.

Upon request by the union or delivery to the District a signed authorization agreement, deduction of membership dues, initiation fees, and general assessments of the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

With respect to all sums deducted by the District pursuant to this article, the District agrees to remit such moneys promptly to the Association accompanied by an alphabetical list of unit members, including their names, addresses, and work locations for whom such deductions have been made, and indicating any changes in personnel from the list previously furnished.

## **ARTICLE 5 - NEGOTIATIONS PROCEDURE**

Each school year, as set forth herein, the parties shall meet and negotiate under this Agreement in good faith as follows:

### **Successor Agreement:**

For the 2022-23 school year, the parties agree that the entire Agreement shall be open.

### **Re-openers:**

For the 2023-24 and 2024-25, the parties shall be limited to open only Salary (Article 21), Health and Welfare Benefits (Article 13) plus two items/articles presented by each side (except as noted in Articles 7 and 8). Additional articles can be added to a reopener year if mutually agreed up on by both parties, the District and BTA.

### **Notification:**

In all years, the parties must notify the other in writing of their proposed request(s) ("Sunshine Proposals") by no later than February 1st. Such Sunshine Proposals shall then be presented to the Governing Board at the next scheduled regular board meeting.

## **ARTICLE 6 - MAINTENANCE OF STANDARDS**

This Agreement terminates and supersedes those past practices, agreements, procedures, traditions and rules or regulations inconsistent with any matter covered herein. However, existing policies, rules, regulations, practices and procedures which are consistent with this Agreement are not modified.

## **ARTICLE 7 - SAVING CLAUSE**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law by a court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. It is further agreed that within ten (10) days of receipt of notification of the court's decision, negotiations shall commence regarding matters related to such provision.

## **ARTICLE 8 - STATUTORY CHANGES**

Negotiations shall reopen if any external governmental authority having jurisdiction over the District requires such reopening.

## **ARTICLE 9 - MEMBER SAFETY**

### **ARTICLE 9.1- STUDENT DISCIPLINE, CONFIDENTIAL MATERIAL AND CORPORAL PUNISHMENT**

The District shall provide access to non-confidential information on the students' background to Bargaining Unit Members and shall provide access to student records to Bargaining Unit Members with legitimate professional interest. Such access shall be in compliance with District Policies.

The District shall make available within 72 hours to all Bargaining Unit Members who have contact with the student written records that the District maintains or receives from law enforcement agencies regarding a student who has caused, or who has attempted to cause, serious bodily injury or injury to another person, as defined in paragraphs (5) and (6) of subdivision (E) of the Penal Code as mandated by Education Code §49079.

Bargaining Unit Members shall not inflict corporal punishment on students. Pursuant to Section 49001 of the California Education Code. "Corporal Punishment" means willful infliction of, or willfully causing, the infliction of physical pain on a pupil. An amount of force that is reasonable and necessary for a person employed by or engaged in a public school to quell a disturbance, threatening physical injury to persons or damage of property, for the purpose of self-defense, or to obtain possession of weapons or other dangerous objects within the control of the pupil, is not and shall not be construed to be corporal punishment within the meaning and intent of this section.

As provided in Education Code §44807 and to the extent permitted by law, every teacher in the public schools shall hold pupils to a strict account for their conduct on the way to and from school, on the playgrounds, or during recess. Further to the extent permitted by law, a Bargaining

Unit Member shall not be subject to criminal prosecution or criminal penalties for the exercise, during the performance of his/her duties, of the same degree of physical control over a pupil that a parent would be legally privileged to exercise but which in no event shall exceed the amount of physical control reasonably necessary to maintain order, protect property, protect the health and safety of pupils, or to maintain proper and appropriate conditions conducive to learning. The provisions of this section are in addition to and do not supersede the provisions of Education Code §49000. The District will take no disciplinary action against a Bargaining Unit Member who acts in compliance with state laws relating to corporal punishment and use of physical force.

In accordance with Education Code §48910: A teacher may suspend any pupil from the teacher's class, for any of the acts enumerated in Education Code Section §48900, for the day of the suspension and the day following. The teacher shall immediately report the suspension to the principal of the school and send the pupil to the principal or the principal's designee. If that action requires the continued presence of the pupil at the school site, the pupil shall be under appropriate supervision, as defined in policies and related regulations adopted by the Governing Board of the school district. On the day of the suspension, or if necessary, the following school day, the teacher shall ask the parent or guardian of the pupil to attend a parent teacher conference regarding the suspension no later than three (3) days after the suspension. Whenever practicable, a school counselor or a school psychologist shall attend the conference. A school administrator shall attend the conference if the teacher or the parent or guardian so requests. The pupil shall not be returned to the class from which he or she was suspended, during the period of the suspension, without the concurrence of the teacher of the class and the principal.

A pupil suspended from a class shall not be placed in another regular class during the period of suspension. However, if the pupil is assigned to more than one class per day, this subdivision shall apply only to other regular classes scheduled at the same time as the class from which the pupil was suspended. A teacher may also refer a pupil for any of the acts enumerated in Education Code §48900, to the principal or the principal's designee for consideration of a suspension from the school.



The District may require the parent of a pupil who has been suspended for committing an obscene act, engaging in habitual profanity or vulgarity, disrupting school activities, or willfully defying the authority of school personnel to attend a portion of a school day in his or her child's classroom. In accordance with Education Code §49451, whenever there is a good reason to believe that a child is suffering from a recognized contagious or infectious disease, he shall be sent home and shall not be permitted to return until the school authorities are satisfied that any contagious or infectious disease does not exist. The Bargaining Unit Member shall be informed when the child is cleared to return to the classroom and be given adequate notice to prepare for the child's return.

## **ARTICLE 9.2- ASSAULT AND BATTERY**

Assault is defined as an unlawful threat or an attempt to harm another physically. Battery is defined as intentional or wrongful physical contact with a person without his or her consent that entails some injury or offensive touching.

Bargaining Unit Members shall immediately report all cases of assault and/or battery suffered by them in connection with their employment to their immediate supervisor, who shall, according to statute, report the incident to the local law enforcement authorities. The Superintendent or designee will be notified of the incident, and he/she must comply with any reasonable request from the Bargaining Unit Member for information relating to the incident of the persons involved. It is the right of the Bargaining Unit Member to contact law enforcement as he/she deems necessary.

Assault, battery, physical abuse, and/or verbal abuse, including bullying by means of an electronic act, of a Bargaining Unit Member or other person shall be cause for the following actions:

**9.2.A** - A suspension or expulsion of the student engaging in such conduct. Such conduct should be reported immediately to the site administrator. The site administrator will notify all Bargaining Unit Members who have contact with the student regarding a student who has

caused, or who has attempted to cause, serious bodily injury or injury to another person, as mandated by Education Code §49079.

**9.2.B** - If the behavior by a student is threatening or violent and poses a clear, present, and immediate danger to the personal safety of classroom staff, or student(s), they will be suspended from the class. During the suspension from class, the site Administrator, the BTA President or their designee, and the teacher involved, will conduct a meeting to determine if restorative practices and other means of correction, consistent with California Education Code, can address the situation. If the team decides during the meeting that it is in the best interest of the student and the teacher involved, the student shall be placed in another classroom for the remainder of the school year. All information regarding the behavior or actions of the student shall be shared with the new teacher(s).

### **ARTICLE 9.3- TELEPHONES**

The District shall afford Bargaining Unit Members access to telephones located to provide privacy of conversation for school-related calls. Each site shall provide a telephone security plan, with a non- internet based communication device as a backup (i.e. walkie talkies), to prevent harm to students and Bargaining Unit Members.

### **ARTICLE 9.4- GENERAL SAFETY CONDITIONS**

If a Bargaining Unit Member reports to the site administrator or designee an alleged health or safety hazard, the administrator will address or resolve the issue within 48 hours, and the Bargaining Unit Member shall be informed as to the status of the matter within five (5) duty days, from the occurrence.

When, in the judgment of a Bargaining Unit Member, the continued presence in class, or on campus, of a pupil represents a physical danger to the Bargaining Unit Member, he/she may refer

the matter to the appropriate site administrator for processing in accordance with state law and District procedures.

Material safety data sheets (MSDS) on toxic chemicals and substances requiring such used at the sites will be kept at a central place and made available to all Bargaining Unit Members upon request. Bargaining Unit Members will be notified as soon as possible as to any additions to the list of substances requiring MSDS used on site. No Bargaining Unit Member, without authorization from the site administrator, bring to, store, dispose of, or use at a District site any toxic or other substance requiring MSDS in any manner not in accordance with the mandated safety procedures on the MSDS. In the case of classes in which such material are authorized for use, the District shall bear the expense of providing proper storage and /or removal of the materials. If injuries are sustained by the Bargaining Unit Member in the scope of their duties, he/she shall, on the same day of the incident or the next work day if it was not reasonable to do so, submit a written report on a form supplied by the District to the site administrator.

## **ARTICLE 9.5 CLASSROOM HEALTH AND SAFETY**

The District will provide a clean, safe, environment for students and staff following the District's Maintenance & Operations department's procedures and timelines.

If duties need to be modified due to staffing shortages, the site administration will promptly inform the staff.

If a Unit Member's classroom has not been cleaned, the member is to request a meeting with the site administrator, and BTA president. If the issue still has not been resolved, a grievance may be filed.

## **ARTICLE 9.6- SAFETY INSPECTION REPORTS**

The District shall provide the Association, upon request, with copies of safety or fire marshal inspection reports.

## **ARTICLE 9.7- ENVIRONMENTAL CONDITIONS**

The District shall provide for remediation or relocation when a combination of weather and heating, ventilation, or air conditioning failure has made indoor environmental conditions below 60° or above 85° in the Unit Members' workstation. In addition, the District will instruct all Bargaining Unit Members to comply with Air Quality Management District (AQMD) regulations requiring reduced activity when warranted by high pollution levels.

## **ARTICLE 9.8- EMERGENCY PROCEDURES**

In the case of an emergency, as defined by the site administrator, Bargaining Unit Members may be required to provide services until the cessation of the emergency condition. The Bargaining Unit Member may leave only with the permission of the site administrator. Failure to meet this expectation may result in deduction of leave credit and other disciplinary action deemed appropriate.

The District will provide a pre-approved list, mutually agreed upon with the bargaining unit, to reimburse members for safety window coverings by September 30, 2022. There shall be an established safety committee for the purpose of developing and maintaining efficient and effective safety practices for students and employees, such as; alternative locking devices, single points of entry, emergency protocols, and maintain the functioning of the District-wide state of the art camera system. The committee's membership shall be composed of an equal number of members being named by BTA and the District.

## **ARTICLE 9.9 LEGAL DEFENSE**

- A. If civil proceedings are brought against a unit member 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)

- B. A unit member may seek a restraining order against a parent, community member, or student who has willfully and maliciously disrupted school activities or threatened to inflict an unlawful injury on the unit member for school business purposes. The unit member shall inform his/her site administrator that a restraining order will be sought. If the restraining order is obtained, the unit member's absence shall be considered official school business, and there shall be no deduction of sick leave or salary. A copy of the restraining order must be provided to the site administrator and Human Resources office.

#### **ARTICLE 9.10 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.

## **ARTICLE 10 - GRIEVANCE PROCEDURE DEFINITIONS**

A grievance is an allegation by one or more unit members or the Association that there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. A grievant member, or members, of the Bargaining Unit or the Association alleging a violation, misinterpretation or misapplication of a specific provision of this Agreement. A day is defined as a day when the schools in the District are in session, excluding summer school.

### **ARTICLE 10.1- INFORMAL RESOLUTION**

Before filing a formal grievance, the grievant will attempt to resolve the grievance by means of an informal conference with the immediate supervisor or the appropriate administrator.

### **ARTICLE 10.2- FORMAL RESOLUTION, LEVEL ONE**

Within twenty (20) days after the occurrence of the act or omission giving rise to the grievance, or within twenty (20) days of the time the grievant could reasonably have known of the act or omission, the grievant must file a formal written grievance.

The written statement of grievance shall include the general and specific grounds of the grievance, the date or dates the alleged act or omission occurred, the specific provisions of the Agreement alleged to have been violated misinterpreted, or misapplied, and any other pertinent information which might assist the District in determining the proper resolution of the grievance. It shall also include a statement of the specific action which aggrieved Bargaining Unit Member desires that the District take to remedy the grievance and a statement of the outcome resulting from the Informal Resolution.

The immediate supervisor shall communicate the decision to the grievant, in writing, within ten (10) days after receiving the grievance. If the administrator does not respond within the time limits, the grievant may appeal to the next level. Within the above time limits, either party may request a personal conference. Grievances that arise because of alleged actions at the District, rather than school site, may be filed initially at level two.

### **ARTICLE 10.3- FORMAL RESOLUTION, LEVEL TWO**

In the event the grievant is not satisfied with the decision rendered at level one, the grievant may appeal the decision on the appropriate form to the Superintendent or designee within ten (10) days. This statement should include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal.

The Superintendent or designee shall communicate the decision to the grievant within ten (10) days. If the Superintendent or designee does not respond within the time limits provided, the grievant may appeal to the next level. Within the above time limits, either party may request a personal conference.

### **ARTICLE 10.3- FORMAL RESOLUTION, LEVEL THREE**

If the grievant is not satisfied with the decision at level two, the Association may, within ten (10) days, submit a request, in writing, to the Superintendent for arbitration of the dispute. The Association and the District shall attempt to agree on an arbitrator. If no agreement can be reached, the District and the Association agree to request, from the State Mediation and Conciliation Services (SMCS), an odd numbered panel of arbitrators qualified to render a decision in the public schools of California. The order of striking shall be determined by lot. The

last name remaining shall service in accordance with the procedures of SMCS. If either the District or the Association wants to reject the entire list before striking, a request for another panel will be forwarded from SMCS. If, for some reason, that arbitrator cannot serve, a new list shall be requested from SMCS and the above process begun again.

The fees and expense of the arbitrator in the hearing shall be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them.

The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.

The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation, misinterpretation, or misapplication of this Agreement in the respect alleged in the grievance. The decision of the arbitrator shall be based upon the evidence and arguments presented to him/her by the respective parties and upon generally accepted rules of contract construction and interpretation.

The function and purpose of the arbitrator is to determine disputed interpretation of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall, therefore, not have authority, nor shall he/she consider its his/her function to decide any issue not submitted or to so interpret or apply the Agreement as to change what can clearly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. Past practice of the parties in interpreting or applying terms of the Agreement may be utilized by the arbitrator in accordance with generally accepted rules of contract construction and application. The arbitrator shall not render any decision or award, or fail to render any decision or award, merely because in his/her opinion such decision or award is fair or equitable.



No decision of the arbitrator shall be retroactive beyond the beginning of the fiscal year prior to the twenty (20) day period specified in level one of the grievance procedure. The arbitrator shall have no power to render an award on any grievance occurring before or after the terms of this Agreement. The decision of the arbitrator, within the limits herein prescribed, shall be binding upon the Association, the District, and the grievant.

The District may claim that a grievance should be dismissed because, for example, it falls outside the scope of the procedure, or was filed in violation of the time limits provided for herein, or that the dispute has become moot, or that a party has breached the confidentiality provisions.

#### **ARTICLE 10.4- MISCELLANEOUS PROVISIONS**

If the immediate supervisor, Superintendent, or designee fail to comply with the time limits set forth, the grievant may process the grievance to the next level of the grievance procedure. The time limits referred to herein shall be applied in a reasonable manner and may be extended only by mutual agreement between the parties. No reprisals of any kind shall be taken by the District or by any member or representative of the District against the Association, a grievant or person who assisted the grievant. No reprisals of any kind shall be taken by the Association or any Unit Member against either the grievant, the District or any District Bargaining Unit Member who may have participated directly or indirectly in the grievance procedure. Grievants, representatives of the grievants, and witnesses shall be provided reasonable release time for the purpose of processing grievances in accordance with Section 3543.1 of the Government Code (EERA)

1. the adjustment is reached prior to arbitration,
2. the adjustment is not inconsistent with the terms and conditions of the Agreement,
3. and provided the District shall not agree to a resolution of a grievance until the Association has received a copy of the grievance and the proposed resolution and has been given an opportunity to file a response.

The filing of pendency of a grievance shall not delay or change District action or programs until, if at all, the resolution of the grievance.

The grievant may be accompanied at any point in the process by an Association representative, at the grievant's discretion.

## **ARTICLE 11 - TRANSFER POLICIES**

### **ARTICLE 11.1 VOLUNTARY TRANSFER**

A Bargaining Unit Member may request a voluntary transfer to take effect during the school year, or at the beginning of the next school year. In either event, the request shall be made on a "Request for Transfer" form and forwarded to the employee's immediate supervisor. Bargaining Unit Members who are granted a voluntary transfer to a different site during the teacher work year, shall be given two (2) days compensation time (**paid release**). Custodial/maintenance staff support shall be available for the physical move.

Where the request is made for a transfer to take effect during the school year, it shall be made within five (5) full work days of the posting of the notice of vacancy. Postings will be faxed to sites, emailed to Bargaining Unit Members and publicly posted within five (5) full work working days. Where the request is made for a transfer to take effect at the beginning of the next school year, it shall be made no later than April 1, of the school year preceding the effective date. All requests for voluntary transfers from one position to another shall be considered on the basis of three criteria: 1) Credentials (attributes, abilities, teacher certificate) to perform the required services, 2) Districtwide seniority, 3) Experience and interest in the area of the requested transfer.

Voluntary transfer requests shall be given priority consideration over outside applications. The District will advertise vacancies for five (5) full work days except where circumstances require the filling of positions immediately. If said circumstances exist, the District will notify the Association immediately. Any Bargaining Unit Members who feel they have been overtly or indirectly pressured to seek a voluntary transfer shall, within ten (10) days, institute grievance proceedings. If a voluntary transfer is denied, the Bargaining Unit Member shall be provided within forty-eight (48) hours, upon written request, with the specific reasons for the denial. Any

appeal of the decision must be filed, in writing, with the employer within forty-eight (48) hours of receipt of the written reason for the denial.

## **ARTICLE 11.2- INVOLUNTARY TRANSFER**

Should it be necessary to reassign a staff member on an involuntary basis, the administrator shall take into consideration the Bargaining Unit Member's teaching assignment, seniority, and experience in the area of the transfer. When the District determines a move or reassignment is necessary, the Bargaining Unit Members will be provided no less than one (1) week written notice, except in the event of a disaster or emergency impacting the health or safety of a Bargaining Unit Member. Full opportunity, as provided in the Grievance Procedure, shall be offered to the Bargaining Unit Member to voice objections and/ or alternatives prior to the final decision. In cases where an involuntary transfer is contemplated or required due to declining enrollment or changes in enrollment patterns, every effort shall be made to secure voluntary transfers.

An involuntary transfer of a Bargaining Unit Member shall not result in the loss of compensation, seniority, or any fringe benefit for the remainder of the year. An involuntary transferred Bargaining Unit Member shall have prior rights to the previous position if still existing. Bargaining Unit Members who are moved due to an involuntary transfer, or facility need, during the teacher work year shall be given two (2) days compensation time (paid release) or paid fourteen and ½ (14.5) hours at the hourly rate. Custodial/maintenance staff support shall be available for the physical move.

For all voluntary transfers made after the conclusion of the school year or prior to the new school year, the bargaining unit member shall have the opportunity to choose two (2) days compensation time (paid release) within the first 30 days of instruction.

For all involuntary transfers made after the conclusion of the school year or prior to the new school year, the bargaining unit member shall be paid fourteen (14.5) hours at the hourly rate.

For all transfers (voluntary or involuntary) the room being moved into must be vacant, as well as, cleaned and cleared of any previous occupant's belongings.

## **ARTICLE 12 - CLASS SIZE**

### **ARTICLE 12.1 UNIVERSAL TRANSITIONAL KINDERGARTEN (TK)**

Universal Transitional Kindergarten (TK) will maintain an average class size enrollment at each site of not more than twenty-four (24) students per certificated teacher and not more than twelve (12) students per adult which may include classified staff effective 2022-23. TK will maintain an average class size enrollment at each site of not more than twenty-four (24) students per certificated teacher.

### **ARTICLE 12.2- GRADES KINDERGARTEN - 5**

For Grades K-3 inclusive, the district will maintain an average class enrollment at each site of not more than 24. Local Control Funding Formula (LCFF) Concentration Grant funding will support increased and improved services to provide each Kindergarten classroom an instructional aide for partial day support (no less than three (3) instructional hours).

In grades 4-5, the District will maintain an average class size of no more than 33 per site. Additional Local Control Funding Formula (LCFF) Concentration Grant funding will provide increased and improved services to maintain lower class sizes in grades 4-5 at an average of no more than 31 students per site. K-5 (excluding Dual Immersion, Special Ed, Gate, Opportunity), the district shall also ensure class size equity, i.e. no more than two (2) students over the site average for that grade level. Sites with more than one (1) Dual Immersion class per grade will require the District to balance those classes within two (2) students.

### **ARTICLE 12.3- GRADES 6 - 12**

In Grades 6-12, the District will maintain an enrollment of no more than 33 students per class period.

Exception to this restriction will be the Performing Arts and P.E. departments. The District will limit the total student enrollment for each Bargaining Unit Member in these departments to no more than two hundred fifty (250) students per day. Additional Local Control Funding Formula (LCFF) Concentration Grant funding will support increased and improved services to maintain lower class sections with no more than 55 students per class. The District will make a reasonable effort to limit laboratory class enrollment at or below the number of available work stations.

Laboratory classes are defined as: Science, Home Economics, and Business. In the case of New Horizons High School, the class size will be no more than twenty (20) students in daily attendance per class. Additional Local Control Funding Formula (LCFF) Concentration Grant funding will support increased and improved services to maintain lower class sizes at Banning Independent Studies Schools (BISS), where the class size will be no more than twenty six (26) students per teacher caseload.

#### **ARTICLE 12.4 – CAREER TECHNICAL EDUCATION (CTE)**

Additional Local Control Funding Formula (LCFF) Concentration Grant funding will support increased and improved services to maintain lower class sizes in CTE classes with equipment requiring direct supervision (i.e. saws, lifts, blades, mixers, drills, welding equipment) will be limited to twenty-eight (28) students.

#### **ARTICLE 12.5- SPECIAL DAY CLASS (SDC) -**

**Mild/Moderate:** If caseloads exceed 16, the District, site administrator and department chairs/grade level leader within ten (10) days will develop a plan for additional support which may include one or more of the following when caseload maximums exceed 16. Extra certificated or classified staffing, additional compensation such as extra duty for additional students, or a 1/6th for a zero, seventh, or buy back period, and or any mutually agreed upon by the specialist and administrator.

**Moderate/Severe:** If caseloads exceed twelve (12), the District, site administrator, and department chairs/grade level leader within ten (10) days, will develop a plan for additional support which may include one or more of the following when caseload maximums

exceed 12. Extra certificated or classified staffing, additional compensation such as extra duty for additional students or a 1/6th for a zero, seventh, or buy back period, and or any mutually agreed upon by the specialist and administrator.

Any Resource Specialist will meet with the District administrator of special education and the site administrators within 10 days to develop a plan for additional support which may include one or more of the following, when a caseload exceeds twenty-eight (28) students or itinerant specialist cannot meet caseload service minutes.; extra certificated or classified staffing, additional compensation such as extra duty for additional students or a 1/6th for a zero, seventh, or buy back period, and or any mutually agreed upon by the specialist and administrator.

## **ARTICLE 13 - HOURS OF EMPLOYMENT**

### **ARTICLE 13.1- ELEMENTARY HOURS**

The normal workday at each elementary school site shall be seven hours and fifteen minutes (7:15).

Elementary Bargaining unit members will work sixty-five (65) minutes, thirty (30) minutes before, and thirty-five (35) minutes after the regular hours students are required to be present. This time is to be set aside as teacher-directed planning time, with the exception of one (1) scheduled 20-minute period a week that the site may require teachers in grades 1-5 to perform after-school duty. Every elementary Bargaining Unit Member shall be entitled to not less than one (1) thirty (30) minute duty-free lunch period per day. The only days when the normal workday for Bargaining Unit Members will be shortened are prior to Winter, Spring, and Summer Break and days so-specified in the approved calendar listed in Appendix E.

Bargaining Unit Members serving at the district level (e.g., nurses and itinerant teachers) shall comply with daily working hours, not to exceed that of the daily working hours required of Bargaining Unit Members at the school sites. Bargaining Unit Members who travel from one school to another on a regular basis shall have the same rights to a planning period, lunch period, and physical relief break as do other Bargaining Unit Members

### **ARTICLE 13.2- ELEMENTARY PROFESSIONAL ACTIVITIES**

Site administration may extend one staff meeting or professional development during any school month by one (1) hour in excess of the normal SMART workday, paid at the hourly rate from allowable funding sources. This extended hour is mandatory for all staff to attend and must begin immediately after the regular work day. Site administration may opt for one (1) thirty (30) minute period, no more than once a month in lieu of the morning prep, for a staff meeting, as



needed. Members will be given not less than one week notice prior to the scheduled event, and the notice will include beginning and end times. The length of Back to School and Open House events shall not exceed two (2) hours.

### **ARTICLE 13.3- ELEMENTARY PARENT CONFERENCE DAYS**

Parent Conference days shall be distributed as follows: Five (5) consecutive parent conference days will be held following the end of the first trimester of the school year and shall be available for all students whose parent(s)/guardian(s) request a conference, three (3) consecutive parent conference days following the end of the second trimester for at risk students, and two (2) consecutive parent conference days following the end of the third trimester for at risk students. Parents/guardians of “at risk” students shall be provided the opportunity, via written (Parent Square, email, etc.) notification to the parents, to schedule an appointment for a parent conference.

### **ARTICLE 13.4- ELEMENTARY PLANNING TIME**

Using early release days specified on the annual calendar listed in Appendix E, the District shall provide elementary Bargaining Unit Members with fifty (50) contiguous minutes per week planning time. Elementary planning time shall not be used for staff meetings unless there is a majority agreement by all affected Bargaining Unit Members to do so. Planning time referred to in this contract may be used as planning, conference, and/or preparation for classes. The District will provide elementary PE specialist teachers to increase elementary teacher planning time and meet PE minutes as required per California Ed Code.

At the beginning of the school year, the District shall provide all elementary teachers with not less than one (1) uninterrupted work day and another one-half (1/2) uninterrupted work day in self-directed on-site preparation time to be scheduled in consultation with the site Bargaining Unit Members. The full day need not be contiguous with the half-day.

### **ARTICLE 13.5- SECONDARY HOURS**

The normal workday at each secondary school site shall be seven hours and fifteen minutes (7:15). Teachers teaching a zero period as a part of their regular work day will be required to stay an additional hour on SMART Wednesdays or SMART Thursdays and be paid per diem for that hour.

Nicolet Middle School Bargaining Unit Members will work 50 minutes (50), twenty-five (25) minutes before, and twenty-five (25) minutes after the regular hours during any day students are required to be present. This time is to be set aside as teacher-directed planning time, with the exception of one (1) day a week that the site may require teachers to perform 20 minutes before and 20 minutes after school duty.

All High Schools Bargaining Unit Members will work minutes (20), ten (10) minutes before, and ten (10) minutes after the regular hours during any day students are required to be present. This time is to be set aside as teacher-directed planning time

Every secondary Bargaining Unit Member shall be entitled to not less than one (1) thirty (30) minute duty-free lunch period.

The workday for Bargaining Unit Members at the alternative high school shall be identical to the workday at the high school. The only days when a normal workday for secondary Bargaining Unit Members will be shortened is prior to Winter, Spring, and Summer Break, and days so specified in the approved calendar listed in Appendix D.

Secondary Bargaining Unit Members serving at the district level (e.g., nurses and itinerant teachers' et al.) shall comply with daily working hours, not to exceed that of the daily working hours required of Bargaining Unit Members at the site started from. Secondary Bargaining Unit Members who travel from one school to another on a regular basis shall have the same rights to a planning period, lunch period, and physical relief break as do other Bargaining Unit Members.

Agreement between BUSD and BTA, August 2, 2022.

### **ARTICLE 13.6- MIDDLE SCHOOL PARENT CONFERENCE WEEK**

There shall be a Parent-Teacher Conference week, held twice a year. The first Conference Week will be held following the posting of the 1st Quarter Grades. The second Conference Week will be held following the posting of the 3rd Quarter Grades. The two (2) existing Secondary Professional Commitments (Back to School Night and Open House) shall be unchanged. Parents/guardians of “at risk” students shall be provided the opportunity, via written (Parent Square, email, etc.) notification to the parents, to schedule an appointment for a parent conference. Monday, Tuesday, Wednesday, Thursday, Friday during each Conference Week will be regular minimum days for students. On the Friday of the Parent Conference Week, there will be no parent conferences. The Parent-Teacher Conference sessions will be held on date(s) determined by the grading periods. Parent-Conferences shall be held no later than the 2nd week into Quarter 2 and the 2nd week into Quarter 4, of each school year.

### **ARTICLE 13.7- SECONDARY PLANNING TIME**

All secondary Bargaining Unit Members, grades 6-12, shall be assigned a planning time no less than the amount of time devoted to an instructional period per day; or in the case of block scheduling, the schedule for each teacher shall include planning time on a regular basis equal to the amount of time devoted to instruction in one class for each of the number of days in the block cycle. Planning time referred to in this contract may be used as planning, conference, and/or preparation for classes. At the beginning of each school year, the District shall provide all secondary teachers with not less than one (1) uninterrupted work day and one-half (1/2) uninterrupted work day for self-directed on-site preparation time to be scheduled in consultation with site Bargaining Unit Members.

### **ARTICLE 13.8- SPECIAL EDUCATION**

BTA members who hold a Special Education credential and are using that credential in a FTE position as a secondary level RSP, and Mild/Moderate SDC Special Education teacher will be provided two (2) full periods for IEP prep release for IEP services, testing/assessments, parent

communication, IEP meetings, students visits, and quarterly progress reports. Secondary Moderate/Severe teachers will be provided three (3) full days per month for the same responsibilities.

BTA Members who hold a Special Education credential and are using that credential in a FTE position as an elementary level RSP Special Education teacher will be provided one (1) full day per week for IEP prep release for IEP services, testing/assessments, parent communication, IEP meetings, student visits, and trimester progress reports. Elementary SDC teachers will be provided three (3) full days per month for the same responsibilities.

#### **ARTICLE 13.9 SECONDARY PROFESSIONAL ACTIVITIES**

Site administration may extend one (1) staff meeting or professional development during any school month by one (1) hour in excess of the normal SMART workday, paid at the hourly rate from allowable funding sources. This extended hour is mandatory for all staff to attend and must begin immediately after the regular work day. Nicolet Middle School site administration may opt for one (1) thirty (30) minute period, no more than once a month in lieu of the morning prep, for a staff meeting, as needed. Members will be given not less than one week notice prior to the scheduled event, and the notice will include beginning and end times. The length of Back to School and Open House events shall not exceed two (2) hours.

#### **ARTICLE 13.10 BARGAINING UNIT MEMBERS AS SUBSTITUTES**

No Bargaining Unit Member will be scheduled to teach as a substitute during said Bargaining Unit Member's regular workday except in cases of emergency or those absences lasting one hour or less. "Emergency" is defined as those things which occur unexpectedly during the confines of the same workday in which the substitute is required. If no substitute is available, the District will first seek volunteers for substitute service. If no volunteers are available, assignments of substitute duty will be made on an equitable basis from among available Bargaining Unit Members. A half-day substitute should be hired for any scheduled event that requires any Bargaining Unit Member to miss two (2) or more periods/hours of class. An elementary

Bargaining Unit Member, who takes extra students because no substitute is available will be compensated, \$10 per extra student per day.

Bargaining Unit Members, curriculum coaches, intervention teachers, special education teachers, and counselors will be compensated at one sixth (1/6<sup>th</sup>) of their daily per diem rate of pay when they provide secondary period or hourly elementary coverage on their preparation class period. No aforementioned unit members shall have to cover an entire class for more than one (1) period/hour.

#### **ARTICLE 13.11- PRESERVATION OF BARGAINING UNIT POSITIONS**

When the number of periods being taught at one site on a daily basis by Bargaining Unit Members on their preparation periods equals the level of a full-time equivalent (FTE) teaching load less one period, the District will conduct a search for a teacher to fill the position. The District will not be required to hire a teacher unless a suitable applicant can be found whose credential will permit the applicant to teach at least the number of periods and subjects equal to full-time equivalent, less one.

#### **ARTICLE 13.12 ASSIGNMENT TO TEACH ON PLANNING/PERPERATION PERIOD**

Upon request of the District and agreement by the Bargaining Unit Member, a secondary level Bargaining Unit Member may surrender conference/ preparation period in order to teach an additional period on an extended basis. "Extended basis" is defined as seven (7) or more days of substitute service following one (1) day of emergency service. The pay for such additional teaching shall be on a per diem rate according to the number of class periods offered at the site and/or grade level.

#### **ARTICLE 13.13- PART-TIME EMPLOYMENT SHARING**

Should the District consent to a part-time contract for a Bargaining Unit Member, the salary, benefits, hours and other conditions for the part-time Bargaining Unit Member shall be in proportion to the full-time equivalency of the individual arrangement. (e.g., A Bargaining Unit

Member working under a one-half (1/2) time contract would receive 50% of his/her salary and be required to spend one-half (1/2) work day at the work site, will receive one-half (1/2) of the preparation/conference time of the full-time Bargaining Unit Member, and one-half (1/2) the fringe benefits of full-time Bargaining Unit Members.) The Bargaining Unit Member may provide the difference in cost to equal full coverage provided a full-time Bargaining Unit Member. Such arrangements as are amicable to the District and the Bargaining Unit Member may be made in which case hours of employment and salary shall be proportional to the full-time equivalent of the individual arrangement.

#### **ARTICLE 13.14- BELL SCHEDULES**

The bell schedules for elementary, middle and high schools shall be as follows, effective August 4, 2022 and ongoing thereafter, unless the Parties negotiate otherwise:

- a. Elementary 9:00 a.m. - 3:10 p.m.
- b. Middle School 8:00 a.m. - 2:25 p.m.
- c. High School 8:30 a.m. - 3:25 p.m.

#### **ARTICLE 13.15- PROFESSIONAL DEVELOPMENT DAYS**

PD days are defined as 7 hours inclusive of a duty-free half hour lunch, if lunch is provided. If lunch is not provided the day is defined as 7.5 hours with an hour duty free lunch. The staff minimum day prior to winter break will be used for professional duties such as grading, planning or collaboration. For planning or collaboration, teachers shall submit an agenda to site administration. Further, the minimum day before winter break shall be a non-student day. Secondary teachers must submit grades by the conclusion of the staff minimum day. For the staff minimum day, each bargaining unit member is required to work the same hours as their site's student minimum day schedule.

## **ARTICLE 14 - PEER ASSISTANCE AND REVIEW PROGRAM**

The Banning Unified School District (“District”) and the Bargaining Teachers Association (“Association”) hereby mutually agree to participate in a Peer Assistance Program. This program will be subject to the following terms and conditions and detailed as follows.

### **1. Joint Committee**

- A.** The Joint Committee shall consist of five (5) members. Three (3) members shall be certificated classroom teachers selected by the Association. The District shall select two (2) administrators to serve as members. The Joint Committee shall make all decisions through consensus. In the absence of consensus, decisions shall be made by majority vote. Three (3) of the five (5) members shall constitute a quorum for purposes of meeting and conducting business.
- B.** The meetings of the Joint Committee will normally take place during the regular teacher workday. Teachers who are members of the Joint Committee shall be released from their regular duties to attend meetings, without loss of pay or benefits. If the Joint Committee meets beyond the regular teacher work day, they will be compensated at the hourly rate.
- C.** PAR Consulting Teachers should be compensated for the time that they do their consulting with PAR assigned teacher(s), meeting with the site administrator, and report out to the PAR committee at their individual hourly rate of pay.
- D.** The Joint Committee shall be responsible for the following:
  - 1.** Matching Consulting Teachers with Participating Teachers, after taking input from the Participating Teacher.
  - 2.** Evaluating the effectiveness of Consulting Teachers.
  - 3.** Reviewing the report prepared by the Consulting Teachers and making recommendations to the Board of Education regarding the Referred Participating Teacher’s progress in the Peer Assistance Program.

4. Evaluating annually the impact of the Peer Assistance Program in order to improve the program.

## **2. Types of Program Participation**

- A. A Referred Participating Teacher is an experienced teacher with permanent status who is placed in the program as a result of unsatisfactory mark in any of the six (6) performance standards.
- B. A Volunteer Participating Teacher is a permanent status teacher who has requested the assignment of a Consulting Teacher. The Joint Committee shall consider the requests and their impact on the Peer Assistance Program budget.
- C. Probationary Teachers and other unit members without permanent status may request the assignment of a Consulting Teacher. If the assignment is made, the Consulting Teacher shall serve as a resource only.
- D. The Joint Committee will select Consulting Teachers for Referred Participating Teachers and others who have been approved. Referred Participating Teachers may request a change of Consulting Teacher once while in the program.

## **3. Consulting Teachers**

- A. A Consulting Teacher is a teacher who provides assistance to a Participating Teacher pursuant to the Peer Assistance and Review Program. They shall possess a minimum of the following qualifications.
  1. Be credentialed classroom teacher with permanent status
  2. Have a minimum of three years of valid credentialed experience in the District.
  3. Have demonstrated exemplary teaching ability as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different context.
  4. If a permanent BUSD teacher does not apply, or a permanent teacher applies who does not meet or possess the requisite expertise, the District will have the flexibility to hire a teacher from outside the District who has a professional clear credential or had one at the time of their retirement.



**B. Responsibilities of Consulting Teachers.**

The Consulting Teacher shall provide assistance to the Referred Participating Teacher in improving instructional performance. The assistance may include, but not limited to:

1. Set and discuss performance goals with the Referred Participating Teacher and assist in developing an individual performance plan.
2. Multiple observations of the Referred Participating Teacher during periods of classroom instruction.
3. Assist Referred Participating Teachers by demonstrating, coaching, conferencing, referring, or by other activities which, in their judgment, will help the Referred Participating Teacher.
4. Meet and consult with the evaluating administrator who referred the Participating Teacher.
5. Use district resources to assist the Referred Participating Teacher.
6. Monitor the progress of the Referred Participating Teacher and maintain written record. A final report shall be submitted.

**C.** Each applicant for the position of Consulting Teacher is required to submit three references from individuals with specific knowledge of his or her expertise. One of the references will be from an administrator. All applications and references shall be treated with confidentiality.

**D.** Consulting Teachers will be selected according to the procedures that have been established by the Joint Committee, which shall include classroom observation.

**E.** Consulting Teachers shall be released from regular duties without loss of pay or benefits when it is necessary to carry out their responsibilities during the regular workday.

**F.** Consulting Teachers will be paid at the hourly rate for time worked after their regular work day. The number of hours will be determined by the Joint Committee on a case by case basis. A Consulting Teacher's duties, other than working with Participating Teachers, could include work in any area authorized

by the Joint Committee. Documentation for the time served shall be submitted to the Joint Committee.

- G.** The caseload for Consulting Teachers shall be determined by the Joint Committee on a case by case basis.

#### **4. Referred Participating Teacher**

- A.** For Referred Participating Teachers, the process for Peer Assistance will be as follows:

- 1.** The Referred Participating Teacher, the Consulting Teacher, and the evaluating administrator are expected to develop an ongoing cooperative relationship.
- 2.** The Referred Participating Teacher with an unsatisfactory evaluation shall be identified to the Joint Committee by the evaluator. The evaluator shall also provide specific written recommendations for improvement.
- 3.** The evaluator and the assigned Consulting Teacher shall meet with the Referred Participating Teacher to discuss the recommended areas of improvement and the types of assistance to be provided. The group shall then meet upon the request of any of the parties.
- 4.** The Consulting Teacher will review the recommended areas of improvement, provide assistance in those areas, do multiple observations of the Referred Participating Teacher, and make available the report of the Referred Participating Teacher's participation for placement in the personnel file. The assistance provided should address the areas for improvement noted by the evaluator and should take into consideration state and local standards, as well as the California Standards for the Teaching Profession.
- 5.** The Joint Committee will review the reports made by the Consulting Teacher and make available the reports of the Referred Participating Teacher's progress in the program as part of the evaluation process. The Joint Committee shall make recommendations to the governing board regarding the Referred Participating Teachers, including forwarding of

names of individuals who are unable to demonstrate satisfactory improvement.

6. The evaluator shall be solely responsible for evaluation and making the initial recommendations for improvement pursuant to the evaluation. The Consulting Teacher shall assist the Referred Participating Teacher in improving in the areas identified by the evaluator.
7. Before April 1 annually, the Consulting Teacher shall prepare a written report summarizing the Referred Teacher's participation in the program, consisting solely of: (1) A description of the assistance provided to the Referred Teacher, and (2) a description of the results of the assistance in the targeted areas. This report shall be submitted to the Joint Committee, the Referred Participating Teacher, and the evaluator.
8. The result of the Referred Teacher's participation in the program shall be made available as a part of the Referred Teacher's annual evaluation. The evaluator shall have the discretion as to whether and how to utilize such results in the annual evaluation.
9. The Referred Teacher will continue participation until the Joint Committee determines that the teacher no longer benefits from participation, the teacher receives a satisfactory evaluation as determined by the district, or the teacher is separated from the district.
10. The Consulting Teacher's report on the Referred Teacher shall be made available to the District for placement in the Referred Teacher's personnel file.
11. Nothing herein shall modify or in any manner affect the rights of the District and/or Governing Board under provisions of Education Code relating to the employment, classification, retention or non-reelection of certificated employees. Nothing herein shall modify or affect the District's right to issue notices (of unsatisfactory performance and/or unprofessional conduct) pursuant to Education code Section 44938.

## **5. Records**

- A.** All documents and information relating to participation in this program shall be considered personnel matters subject to the personnel record exemption of the California Public Records Act. The annual evaluation of the program's impact, excluding information on the identifiable individuals, is subject to disclosure under the Public Records Act.
- B.** All portions of the selection process of Consulting Teachers shall be treated as confidential and will not be disclosed except as may be required by law.
  - 1.** Personnel Office separately for individual personnel records except as specified herein.

## **6. Status and Liability Protection of Unit Members**

- A.** Functions performed by teachers under this article shall not constitute either management or supervisory functions as defined in the Educational Employment Relations Act (EERA).
- B.** Certificated employees who perform functions as Consulting Teachers or members of the Joint Committee shall have the same protection from liability and access to appropriate defenses afforded to other public school employees under the provisions of the California Government Code.

## **ARTICLE 15 - CLASSROOM ENVIRONMENT**

When the District decides to staff a new position, that position will be provided with materials and equipment that are comparable to what the District provides to like positions at that site.

## **ARTICLE 16 - LEAVE POLICIES**

### **ARTICLE 16.1- SICK LEAVE**

Every Bargaining Unit Member shall be entitled to ten (10) days per year of paid sick leave for each year of employment. The District may require a physician's verification of illness if a Bargaining Unit Member has been on sick leave for four (4) or more consecutive days. After a member uses ten (10) sick days in a school year, the member may be required to provide a physician's verification of illness for three (3) consecutive days. The District shall provide each Bargaining Unit Member with a written statement of:

1. A member's total accrued sick leave and his sick leave entitlement for the school year.
2. Such statement shall be provided no later than October 1, of each school year.

A Bargaining Unit Member will be allowed to take a full day, half day, or one (1) hour leave. Members taking half-day leaves will be deducted three (3) hours and forty-five (45) minutes from their sick leave bank. The one (1) hour leave can be used at any time during the school day. There will be no restrictions on the type of leave that the Bargaining Unit Member may use in so far as it is the appropriate leave for the absence. Habitual use of hourly leaves may be addressed in the form of a corrective action plan by the site administrator.

#### **Elementary:**

Half Day AM: 8:30 a.m. – 12:15 p.m.

Half Day PM: 12:00 p.m. – 3:45 p.m.

#### **Middle School**

Half Day AM: 7:35 a.m.-11:20 a.m.

Half Day PM: 11:05 a.m.-2:50 p.m.

#### **High School:**

Half Day AM: 8:20 a.m.-12:05 p.m.

Half Day PM: 11:50 a.m.-3:35 p.m.

#### **ARTICLE 16.2- PERSONAL NECESSITY LEAVE**

Every Bargaining Unit Member shall be entitled to use seven (7) days of his paid sick leave allotment during each school year in case of personal necessity. Unit Members shall submit notification for personal necessity leave to their immediate supervisor at least one (1) day prior to the beginning date of the leave, except where extenuating circumstances make this impossible. Such leave may be used at the discretion of the Unit Member who shall not be required to explain the reason. Any days used in excess of the seven (7) allotted days will be docked at the per diem rate.

#### **ARTICLE 16.3 PERSONAL LEAVE**

A Bargaining Unit Member may take up to five (5) days of leave for personal reasons with only the cost of a substitute to be deducted from Bargaining Unit Member's salary, and will require two (2) days' notice to Superintendent or designee. This leave may only be used once all other leaves have been exhausted. This use of personal leave may have an impact on retirement service credit.

#### **ARTICLE 16.4- MISCELLANEOUS**

A Bargaining Unit Member on Board-approved unpaid leave of absence for up to one (1) school year shall be entitled to return to the same position held immediately before commencement of the leave. Continued absences after available sick leave is exhausted will follow the provisions of Education Code 44977.

#### **ARTICLE 16.5- BEREAVEMENT LEAVE**

A certificated employee shall be granted a leave of absence of five (5) days on the account of the death of any member of their immediate family and shall receive full pay by the District.

Members if the immediate family, as used in this section, means the mother, father grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, or sister of the employee, or any relative living in the immediate household of the employee as stated in Education Code §44985. The District may consider special extenuating circumstances on a case by case basis.

## **ARTICLE 16.6- JUDICIAL- GOVERNMENT LEAVE**

A Bargaining Unit Member shall be granted leave to appear in court as a witness when subpoenaed, other than as a litigant, to serve on a jury, or respond to an official order from another governmental jurisdiction for reasons not brought about through misconduct of the Bargaining Unit Member. A Bargaining Unit Member shall receive his regular pay, less any amount he receives for jury or witness fees, or turn over jury fees with the exception of mileage reimbursement, to District and receive regular pay.

Application for this leave shall be in writing and approved by the Superintendent or designee prior to the actual day(s) of absence. In the event of an emergency where advance notice cannot be obtained, the Bargaining Unit Member may be required by the Superintendent to complete a signed affidavit presenting written documentation of fact.

### **16.6.1 - JURY DUTY LEAVE**

There should be no deductions from pay or sick leave for the absence of certificated employees for jury duty. The governing board however recognizes that it is less disruptive to instruction when certificated staff are present as much as possible throughout the regular school year. Therefore, if certificated employees are willing and able to defer or postpone jury service until the District's scheduled breaks (Thanksgiving, Winter, Presidents, Spring, and Summer), Bargaining Unit Members will be compensated the daily substitute rate per day, for fulfilling their civic obligation.



## **ARTICLE 16.7- MILITARY LEAVE**

Military service leave shall be granted in accordance with State law and Board policies.

Application for this leave shall be in writing and approved by the Superintendent or designee prior to the actual days of absences. In the event of an emergency where advance notice cannot be obtained, the Bargaining Unit Member may be required by the Superintendent to complete a signed affidavit presenting written documentation of fact.

## **ARTICLE 16.8- PROFESSIONAL LEAVE**

A permanent Bargaining Unit Member may be granted a leave of absence without pay for educational purposes, not to exceed one (1) year in duration, upon the recommendation of the Superintendent and with the approval of the Board.

## **ARTICLE 16.9- MATERNITY LEAVE**

Maternity leave shall not exceed twelve (12) calendar months in duration, and in the case of a probationary employee, shall terminate on June 30, next succeeding the effective beginning date of the maternity leave; providing that if a probationary employee has been employed for the next succeeding school year a maternity leave may be granted beyond June 30. The employee may return to duty at any time their doctor certifies, in writing, she is able to return to full performance of her duties. During the period of absence for pregnancy, or pregnancy related health impairment, as substantiated by a physician's certificate, the Bargaining Unit Member shall be entitled to either:

1. Ordinary sick leave as provided under District policy.
2. Or leave of absence without pay, as provided under District policy for other unpaid sick leave.

When the Bargaining Unit Member has elected to be on unpaid sick leave, and in her physician's opinion must be absent past the date of return to duty initially estimated, the Bargaining Unit Member may then elect to apply unused sick leave for the balance of her absence. Nothing in these rules shall be construed so as to deprive any Bargaining Unit Member of sick leave rights under other sections of this code.

#### **ARTICLE 16.10- APPLICATION AND NOTICE**

Application for maternity leave shall be submitted, in writing, to the Superintendent of Schools, specifying the effective date of leave and intended date of return to duties. If a Bargaining Unit Member requests unpaid sick leave, such request must be made not less than three (3) weeks prior to the first day of leave. A Bargaining Unit Member, requesting the use of either paid or unpaid sick leave for pregnancy, must furnish a statement from her physician that, in the physician's opinion, the Bargaining Unit Member should no longer work. For purposes of planning the employment of substitutes, the physician's statement must indicate the date of Bargaining Unit Member's initial absence from her position and the date the physician expects that, under normal circumstances, the Bargaining Unit Member should be able to return to duty. The physician's certificate shall be submitted to the District not less than three (3) weeks prior to the beginning of the Bargaining Unit Member's expected leave. On or before July 1, of any year, a permanent Bargaining Unit Member or a probationary Bargaining Unit Member on maternity or post-partum sick leave and employed for the next succeeding school year shall notify the Board, in writing, of intended return to duties.

#### **ARTICLE 16.11- QUARANTINE LEAVE**

District directed quarantine days will be paid by the District and will not impact employee sick or personal necessity days.

#### **ARTICLE 16.12- JURY DUTY LEAVE**

There should be no deductions from pay or sick leave for the absence of certificate employees for jury duty. The governing board however recognizes that it is less disruptive to instruction

when certificated staff are present as much as possible throughout the regular school year. Therefore, if certificated employees are willing and able to defer or postpone jury service until the District's scheduled breaks (Thanksgiving, Winter, Presidents, Spring, and Summer), Bargaining Unit Members will be compensated the daily substitute rate per day, for fulfilling their civic obligation with appropriate documentation.

## **ARTICLE 16.3- CATASTROPHIC LEAVE**

1. **Definition:** A “catastrophic illness” or “injury” means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates an employee’s immediate family member and requires the employee to take time off from work for an extended period of time to care for that family member.

2. **Participation:** All certificated employees are eligible to request Catastrophic Leave in accordance with this Article. Eligible leave credits may be donated to an employee for a catastrophic illness or injury if all of the following requirements are met:

- a. The employee who is, or whose family member is suffering from a catastrophic illness or injury requests that eligible leave credits be donated and provides a doctor’s verification of injury or illness.
- b. The employee has continued to use any accrued sick leave until such time as the employee has exhausted all available paid leave prior to the request or utilization of donated sick leave.
- c. The employee has to have been employed by the District for a minimum of one (1) year, so as to be eligible to apply for catastrophic leave.
- d. The employee or a member of the employee’s family is suffering from a serious illness or injury that is expected to last for one (1) month or more.
- e. The employee requesting donated sick leave has provided the Assistant Superintendent of Human Resources and BTA President verification of catastrophic illness or injury before participating in the Catastrophic Leave Program.

**f.** In cases of the employee's family member, the employee has demonstrated to the satisfaction of the District Human Resource Administrator and BTA President that the absence is necessary to care for a family member.

**g.** Verification for either a District employee or employee's family member shall be by means of a letter or other instrument dated and signed by the sick or injured person's physician indicating the incapacitating nature and probable duration of the illness or injury.

**3. Sick Donation Requirements:**

**a.** All employees of the District are eligible to participate in donating accrued sick leave to an employee approved to receive such donations.

**b.** Employees who donate sick leave must donate a minimum of one (1) day in hour increments according to FTE. This hourly minimum based on FTE can be from sick leave.

**c.** Employees who wish to donate accrued sick leave must have a minimum of fifteen (15) days of sick leave remaining after donating any sick leave.

**4. Use of the Catastrophic Sick Leave Benefit**

**a.** Employees wishing to avail themselves of catastrophic leave shall make such requests to the District's Human Resources Office on a form mutually agreed to by the District and the BTA, which shall include date of signature.

**b.** Employees who receive donated sick leave shall be paid at whatever their normal rate of pay would be if they were in a work status.

**c.** In the event the employee wishes to avail themselves of this option or are unable to personally make such requests, the District agrees to accept a request from a member of the employee's family or a BTA representative.

**d.** Upon receipt and approval of a request to participate in this catastrophic leave option, the District and the BTA shall jointly solicit donations of sick leave from other employees of the District in such a manner that the request reaches the greatest number of employees.



**To: Banning USD - Human Resources**

**Re: Sick / Vacation Leave Donation**

**Date:** \_\_\_\_\_

I, \_\_\_\_\_, would like to donate \_\_\_\_\_ day(s) of leave to  
\_\_\_\_\_ (Donations must be a Minimum of 1 Day.)

**Classified / Certificated (Please Circle One)**

This leave should be taken from my accrued:

\_\_\_\_\_ SICK LEAVE

\_\_\_\_\_ VACATION LEAVE (Applicable to Classified Employees Only)

I, the undersigned employee, understand:

- My donation is strictly voluntary;
- My sick leave balance will be reduced by the specified number of hours state above;
- This decision is irreversible as of the date on this form has been signed by the employee and submitted (E.C. 44043.5 /CSEA Article 14.22.2/ BTA Article 16.13)
- My donation can only be made to an employee in the same bargaining unit. I cannot reduce accumulated sick leave to fewer than fifteen (15) days and my accumulated vacation days to fewer than five (5) days. (Board Policy AR4161.9/ CSEA Article 14.10.3/ BTA Article 16.13)
- The number of sick and vacation days can be verified with the site secretary.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Please return the completed form to Human Resources**

OFFICE USE ONLY:

Received By: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_ Processed: \_\_\_\_\_

## **ARTICLE 17 - EARLY RETIREMENT INCENTIVE**

This benefit applies only to unit members who retire under STRS prior to age 65.

The District continues to offer early retirement incentive for full time members who have achieved either: a) 15 years of service in the District or; b) 10 years of service at step 20 or greater (immediately preceding retirement) in a position requiring certification in the District. Additionally, such unit members must have attained the age of 55 prior to the first day of required service under the adopted calendar for the school year in which retirement becomes effective.

### **ARTICLE 17.1- APPLICATION DEADLINE**

A written agreement for early retirement shall be executed by the unit member and the District prior to July 1 of the calendar year in which the retirement becomes effective. The employee must submit his application for retirement to Banning Unified School District for submission to STRS before executing the agreement for early retirement.

### **ARTICLE 17.2- BENEFIT**

Under this agreement any unit member who has executed an agreement with the District for early retirement will receive the identical health and welfare benefits provided to unit members.

### **ARTICLE 17.3- DURATION**

District health and welfare benefits for early retirees covered under this agreement shall be paid for the retiree until the retiree reaches age 65 or until such time as federal or state insurance covers the retiree, whichever comes first.

The District agrees to give the highest paid year rather than the average of the best three (3) years as long as there is no cost to the District and this is approved by STRS.

#### **ARTICLE 17.4- REQUEST FOR CONSULTANT SERVICES**

The District may request ten days per year for consultant services in assignments related to prior service. Service as a substitute teacher is specifically excluded from consultant services. Retirees unable to accede to the District's request for service as a consultant will not be excluded from continued participation in the Early Retirement Program.

## **ARTICLE 18 - HEALTH AND WELFARE BENEFITS**

Unless the parties agree otherwise, all insurance benefits available under this Article will be provided only through REEP pursuant to REEP rules and regulations. Unit Members electing benefits under this Article must participate in a major medical package. The district shall ensure that one of the annual health and welfare options is a "Value Plan" that is currently offered. District contributions for less than full-time Bargaining Unit Members shall be pro-rated based upon the percentage of assignment set forth in the unit member's employment contract.

The District and Association shall execute a memorandum prior to the start of each benefit year setting forth those REEP plans/packages that will be available to Unit Members during the benefit year.

The Association agrees to abide by all REEP rules and regulations including but not limited to participation in a District Insurance Committee.

Each Bargaining Unit Member must decide which major medical package they will participate in during the open enrollment period prior to the commencement of the benefit year. The District will pay the actual cost of an eligible employee's health benefits up to a maximum of twelve-thousand six hundred dollars (\$12,600) per year for each eligible employee. Two thousand-six hundred (\$2,600) will be paid to each eligible employee who has comparable health benefit coverage through a spouse and elects to waive coverage. The savings from this waiver of benefit program shall be used to offset health benefit cost increases that occur during the year for which the waivers apply. The savings from said program shall not accumulate from year to year. It is the clear intention of the District and the Association that all of the savings generated by the waiver of benefit program shall be applied against health benefit increases during the year for which the waivers apply before any payroll deduction for premium costs is implemented. Any such payroll deduction for premium costs shall be calculated based upon the composite rate for the plan selected by the unit member.



Any equity distributions/rebates from REEP shall be placed into a separate fund, hereafter referred to as the Benefits Cost Offset Fund, Fund No. 110, to be used to offset benefit cost increases. Written concurrence of the Association President, CSEA President, and District Superintendent are required to remove/distribute any monies from the Benefits Cost Offset Fund except for the distribution authorized below.

Each participating entity's (e.g., District, CSEA, BTA) proportionate share of any such distribution, as determined by the ratio of employee lives to overall District participating employee lives for the distribution year, shall be segregated within the separate Benefits Cost Offset Fund. However, should said segregated fund exceed 50% of District premium contributions for Bargaining Unit Members in a given fiscal year, the proportional share of the excess shall be distributed equally in the following year to all then employed Bargaining Unit Members (such distribution shall be accomplished as soon as practicable).

Any physical examination required by the District to verify illness or industrial accident disabilities shall be at the District's expense. Unless otherwise prohibited by law, the District has the option of requiring the physical examination to be given by a District-designated examiner. Letter confirming Bargaining Unit member's health status from the Bargaining Unit member's attending physician shall not fall under this paragraph.

Bargaining Unit Members shall have the option upon retirement (retirement is defined as retirement through an approved STRS/PERS Plan) of maintaining their membership in the District's group health insurance plan by paying in advance of due date the premiums due. Upon reaching the age at which time state or federal medical programs are available, the retiree shall discontinue participation in the District plan. (Unit Members may also be eligible for additional benefits pursuant to Article XVIII.)

## **ARTICLE 18.1- MEDICARE**

The District will offer Medicare to those who are qualified. The expense to Bargaining Unit member will be the Medicare rate. The District will match the Bargaining Unit Member contribution, as required by Medicare law.

## **ARTICLE 19 - EVALUATION PROCEDURE**

### **ARTICLE 19.1- THE EVALUATION CYCLE**

Permanent teachers shall normally be evaluated in accordance with the following procedures once every two (2) years or once every five (5) years as outlined in Education Code 44664. Non-permanent status teachers will be evaluated yearly. Any teacher may be evaluated on a more frequent basis for the following reasons: a new assignment or a significant change in the teacher's instructional assignment, an unsatisfactory written evaluation, a significant decline in the teacher's performance since the most recent evaluation, or as set forth in Education Code 44664.

#### **A. Self-Evaluation As A Basis for Professional Goals Planning:**

An integral part of the Banning Teacher Performance Evaluation System is the fostering of professional reflective practice by instructional team members. The reflective practice involves continuous self-evaluation which becomes part of the teacher performance evaluation cycle through the professional goals planning and review process. This process involves a review of the performance areas and criteria by the teacher.

No later than five (5) working days prior to the first observation required by paragraph I.D of this Article, the teacher will complete and submit to the evaluator a copy of the teacher's Professional Goals Plan. The purpose of the professional goals plan is to provide a roadmap for professional growth. The professional goals are mutually agreed upon by the evaluator and the teacher. The goals are typically two in number and can be short or long range, but they must be in writing. Goals are specific, time dependent and verifiable by an outside source.

#### **B. The Professional Goals Planning/Review Conference:**

No later than five (5) working days, or as mutually agreed, prior to the first observation required by paragraph I.D of this Article, the teacher's designated evaluator will meet with the teacher for the following purposes: 1) To acquaint the teacher with the evaluation procedures, instruments

and processes, and to agree upon the "designated" evaluator for this particular evaluation cycle.

2) To review the teacher's professional goals plans, the teacher's assessment of his/her performance related to that plan, and district established performance criteria, and to modify the plan as appropriate for the evaluation cycle. 3) To discuss the teacher's long or short-range plans for the year and establish their relationship to the performance evaluation process. 4) To agree upon the initial observation date.

### **C. The Certificated Observation Form:**

Not later than two (2) working days, or as mutually agreed, prior to the scheduled observation the teacher will complete and submit to the evaluator a copy of the teacher observation form. This report will identify the teacher's objectives for the teaching/learning experience, expected outcomes, instructional procedures, and any particular teaching behavior the teacher would like to have observed or discussed. In addition, the teacher may submit any supporting lesson plans or other documents to the evaluator. An observation will be scheduled for at least one (1) of the two (2) observations required per cycle and will be scheduled at a mutually agreed upon time prior to the observation.

### **D. Formal Observation(s):**

There shall be at least one (1) formal observations per evaluation cycle. Each observation shall cover one entire lesson/class, and in no event shall be less than forty-five (45) minutes in length unless mutually agreed upon during the pre-observation conference. Any overall mark on a standard of a "P" or "U" will result in a second formal observation. The formal observation(s) will be scheduled at a mutually agreed upon time prior to the observation.

### **E. Post-Observation Conference:**

Following the observation, the evaluator will analyze the data collected and complete the evaluation report, a copy of which will be given to the teacher twenty-four (24) hours prior to the observation conference or as mutually agreed upon. Within five (5) working days after the

observation, a conference shall be scheduled to discuss the observation. The purpose of the post-observation conference is to: 1) provide feedback and engage in discussion related to the lesson observed, and 2) review or revise professional goals as appropriate.

The written evaluation report should be signed and dated by both parties. Each shall receive a copy. The teacher's signature does not necessarily indicate agreement with the conclusions but rather signifies awareness of the content. Before any evaluation or observation report becomes part of the teacher's permanent file, the teacher will have seven (7) working days following receipt of the report to include a written response for clarification, to add information, opinion, or, upon request, be entitled to a subsequent observation, conference, and written evaluation. This response becomes a permanent part of the teacher's personnel file

#### **F. Supporting/Documenting Data Input:**

Informal observations and documented input from designated supervisors and other administrative personnel familiar with the teacher's work may be used to assist in getting a complete picture of the teacher's performance. The teacher is encouraged to develop a portfolio consisting of samples of the teacher's work and activities associated with his/her professional goals and submit these to the evaluator for consideration when drafting the summative evaluation report.

#### **G. Informal Observations:**

In addition to the formal observation(s) described in Paragraph I.D of Article, unlimited informal observations may be included. These informal observation and the data obtained through those observations will assist in obtaining an accurate picture of the teacher's performance. Written feedback may be provided by the evaluator when deemed necessary. Teachers who are deemed to need improvement shall be entitled upon request to subsequent prearranged formal observations with follow-up conferences and written evaluations.

#### **H. Summative Evaluation Conference:**

The summative evaluation conference shall be for the purpose of reviewing with the teacher all pertinent evaluative data gathered during the cycle. The evaluator is responsible for completing a summative evaluation report, a copy of which is given to the teacher by March 1st for non-tenured bargaining unit members or by May 1st for tenured bargaining unit members. A summative evaluation conference shall be mutually scheduled between the teacher and the evaluator. The teacher has the right to postpone the summative evaluation conference once to a mutually acceptable date within ten (10) work days. It is the teacher's responsibility to provide the evaluator with any data he or she wishes to be considered in the summative evaluation report, allowing sufficient time for the evaluator's consideration prior to drafting the report.

Evaluation of a teacher shall not be based upon any undocumented information or materials which have been received by the evaluator but not been shared with the teacher.

At the conclusion of the summative conference, the teacher may, within seven (7) working days, file a written response which would be attached to the summative evaluation report and be included in the teacher's personnel file. All formative and summative evaluation reports and attached teacher comments are placed in the employee's personnel file. This data is confidential.

#### **ARTICLE 19.2- DUE PROCESS**

The Banning teacher performance evaluation system has the following provisions to provide protection for both evaluator and teacher:

- A.** All parties have had extensive involvement and representation in the design, research and development of the evaluation system and instruments.
- B.** The evaluation procedures are distributed throughout the district.
- C.** Every teacher is provided an opportunity for familiarization and training related to the system, its procedures and its use.
- D.** Teachers are provided response opportunities as part of each reporting cycle as outlined in the contract.

- E.** All reports of partially meets and unsatisfactory performance must be in writing and must enumerate shortcomings in a specific manner. At least two (2) observations totaling at least ninety (90) minutes or as mutually agreed upon during the pre-observation conference shall take place prior to any negative comments or judgments being included in the summative evaluation.
- F.** Each teacher is provided access to his/her personnel file and any evaluative data contained therein as specified in the contract.
- G.** In addition, it is understood that everyone involved in the performance evaluation system is to be provided with substantive due process. This means that any teacher whose classroom performance and professional goals do not meet district standards must be given the time, the support, and the opportunity to improve. An evaluatee shall have the right to grieve and alleged procedural requirement violation in this Article following the normal grievance procedures as contained in Article X. In the event that a grievance arises and such grievance is resolved in favor of the evaluatee, no record of the grieved portion of the evaluation shall be kept in the employee personnel file by the District.

Non-administrative certificated personnel shall not be required to participate in the evaluation and/ or observation of other non-administrative certificated personnel nor shall they be required to assess their own performance.

### ARTICLE 19.3- TIMELINE

Within thirty (30) working days of the beginning of the school year or any time prior to October 31 <sup>st</sup>	Professional goals review and review of the evaluation procedure with all teachers on cycle.
First Semester/Trimester	At least one (1) formal observation
Second Semester/Trimester	At least one (1) formal observation if required by paragraph I.D.
March 1 <sup>st</sup>	Completion of summative for non-tenured bargaining unit member
May 1 <sup>st</sup>	Completion of summative evaluation form for tenured bargaining unit members

Note: For non-tenured teachers, this cycle is completed annually.



## **ARTICLE 20 - SALARIES**

The Certificated Salary Schedules are set forth in Appendix A.

### **ARTICLE 20.1- SALARIES**

Beginning with the 2023-24 school year, the base contract year for all Unit Members will be one hundred eighty-five (185) days. Salaries for the 2023-24 school year will increase by 8% as ongoing on the salary schedule, effective July 1, 2023.

Additionally, 2.0% one-time off-salary schedule payment will be paid to Unit Members active on September 1, 2023.

### **ARTICLE 20.2- HOURLY RATE**

The hourly rate will be \$71.07, which is column 3, step 10 per diem hourly rate on the Teacher Salary Schedule 9/1/2024. The hourly rate will increase thereafter by the same ongoing percentage increase that is applied to the Certificated Salary Schedule. This rate will supercede any per diem rate stipulated in the Collective Bargaining Agreement for the exception of:

- Summer School- Hourly Per Diem
- Teaching additional section (secondary) - 1/6th
- District Summer or Intersessional Professional Learning - Per Diem
- Special Ed Overages- Varies according to contract
- Tutoring MOU - Hourly Per Diem

All extra-duty shall be paid in thirty (30) minute increments, rounded up.

### **ARTICLE 20.3- STIPEND POSITIONS**

Department Chair and Instructional coordinator stipends are set forth in Appendix B. The stipend schedule determines the frequency and rate of compensations. The District and site

administration determine the need for support of a bargaining unit member for any stipend position. Stipends will be paid on a monthly basis as earned. Members completing a portion of the stipend duration will be compensated on a prorated basis. Coaching stipends will be issued as earned on a monthly basis and athletic events beyond the regular season will be compensated on a prorated basis based on weeks of the regular season.

#### **ARTICLE 20.4- CLASS COVERAGE**

SEE ARTICLE 13 HOURS OF EMPLOYMENT AND ADJUNCT DUTIES.

#### **ARTICLE 20.5- COMPENSATION FOR TEACHERS TEACHING ON A PREPARATION PERIOD**

Bargaining Unit Members who have agreed to teach on their preparation periods on a daily basis will be paid on a pro-rated per diem basis for the additional assignment. The pro-ration will be according to the current number of class periods offered at the site and/or grade level. Those Bargaining Unit Members who teach on their preparation period on a daily basis will have their agreed upon additional pay included with each payroll check.

#### **ARTICLE 20.6- COUNSELORS COMPENSATION**

**20.6.1 - Secondary Counselors** shall receive pay based upon their placement on the proper step and column of the teachers' salary schedule multiplied by six percent (6%) responsibility factor plus per diem for ten (10) additional days for a total of one hundred ninety-five (195) work days.

**20.6.2 - Elementary Counselors** shall be paid based upon their placement on the proper step and column of the teachers' salary schedule multiplied by six percent (6%) responsibility factor for a total of one hundred eighty-five (185) days. Elementary

counselors will facilitate SST's and assist with Tier I and Tier II of the MTSS process, as well as attend 504's and IEP's as requested by case carriers.

#### **ARTICLE 20.7- SPEECH THERAPIST COMPENSATION**

Compensation for Speech Therapists will be placement on the teachers' salary schedule, plus 13% responsibility factor. A Speech Therapist's working year will be one hundred ninety-two (192), eight (8) hour days. The annual salary will be based on per diem multiplied by one hundred ninety two (192). In determining initial salary placement, one step will be allowed for each previous year's experience. A full year of "Therapist experience" is defined as having been in a "paid status" for no less than 75% of the days a regular Bargaining Unit Member is required to be present on an annual basis.

#### **ARTICLE 20.8- PSYCHOLOGIST, NURSES, AND MARRIAGE AND FAMILY THERAPIST COMPENSATION**

Compensation for psychologists, nurses and MFT's will be placement on the teachers' salary schedule, plus a 13% responsibility factor. A psychologist, nurse, and MFT working year will be one hundred ninety-six (196), eight (8) hour days. The annual salary will be based on per diem multiplied by 196.

#### **ARTICLE 20.9- SALARY SCHEDULE PROVISIONS**

No Bargaining Unit Member shall be reduced in salary as a result of application of schedule. Effective July 1, 2020, one (1) step may be allowed for each year of teaching experience, except

that no new maximum beginning salary shall be granted previous experience exceeding fifteen (15) years on the schedule. Records of all previous experience must be filed with the Human Resources office when applying for a position. A maximum of four (4) years of active service in the U.S. Armed Forces, or two (2) steps on the salary scale, shall be counted toward placement credit in the same ratio as military experience. Time served in the Peace Corps will be counted in the same ratio as military service.

Contracts shall be offered on the basis of the status of the employee in regard to credentials, degrees held, and training taken prior to the date of offering the contract. When a Bargaining Unit Member has completed the educational requirements for advancement to the next higher class, the advancement to the new class and pay schedule will occur within 45 days of receipt of the official transcripts verifying completion requirements for the class change. All semester unit work shall be from a college or university accredited by a recognized accrediting organization used by the State of California or Department of Education in California. All semester units must relate to the academic growth of the teachers in his or her major or minor field. Units required for Column Three (3) shall be graduate or upper division. Units required for Column Four (4) shall be graduate or upper division units. All lower level units currently utilized for placement by currently employed unit members shall be grandfathered. The Bargaining Unit Member will be moved to the new class and advance to the correct step if verification occurs on or before October 31st. If verification occurs after October 31st, the Bargaining Unit Member will advance to the new class and remain at the current step until the beginning of the next school year.

A full year of “teaching experience” is defined as having been in a “paid status” for no less than 75% of the days a regular Bargaining Unit Member is required to be present on an annual basis. Advancement on this salary schedule is contingent on securing a full year “teaching experience” for each step advancement.

For CTE teachers, years of work experience directly related to the industry sector and comparable to the District job descriptions will qualify as “teaching experience” and up to fifteen (15) years will be accepted.

## **ARTICLE 21 - TEACHER DISCIPLINE**

### **ARTICLE 21.1- JUST CAUSE/DUE PROCESS**

The District may discipline a unit member only for just cause. Discipline shall include warnings, reprimands, or suspensions without pay for fifteen (15) working days or less. Discipline shall not include dismissal or suspensions for more than fifteen (15) working days.

### **ARTICLE 21.2- PROGRESSIVE DISCIPLINE**

The following progressive discipline procedures will be applied except where the serious nature of the offense may require the District to directly impose a written warning, written reprimand, or suspension without pay. Whether or not the serious nature of the offense required bypassing progressive discipline steps may be submitted to arbitration under Article X (Grievance Procedure) of the Agreement. Unit members will have the opportunity to respond in writing to written documents placed in their personnel files as per Education Code §44031.

#### **A. Verbal Counseling/Warning**

The district shall first issue a verbal counseling/warning before imposing further discipline. Verbal counseling/warning may result in a post-conference summary memorandum. Post-conference summary memorandum will not be placed in the unit member's personnel file.

#### **B. Written Warning**

Subject to 2.1 above, written warnings will not be used unless the unit member has been verbally warned about similar actions within the last eighteen (18) months. Written warnings will not be placed in the unit member's file.

### **C. Written Reprimand**

Subject to 2.1 above, written reprimands will not be used unless the unit member has received a written warning about similar actions within the last eighteen (18) months. The unit member will sign the reprimand to acknowledge receipt and a copy may be placed in the unit member's personnel file.

### **D. Suspension Without Pay**

Subject to 2.1 above, suspension will not be used unless the unit member has received a written reprimand about similar actions within the last eighteen (18) months. No unit member will be suspended more than fifteen (15) working days during a school year. In all instances, however, the length of a suspension will relate to the severity of the action.

## **ARTICLE 21.3- NOTICE**

Notice of suspension will be made in writing and served in person or by certified mail upon the unit member by the superintendent or designee. A copy will be concurrently provided to the Association president. The notice of suspension will contain:

1. A statement of the specific acts or omissions upon which the action is based
2. A statement of the cause(s) for which action is recommended;
3. Where applicable, the Education Code section, policy, rule regulation, or directive violated;
4. Penalty proposed and effective date;
5. Copies of the documentary evidence upon which the recommendation is based;
6. A statement of the unit member's right to challenge the proposed action by requesting a hearing pursuant to the arbitration procedures of Article X of this Agreement subject to 22.5.1 below.

#### **ARTICLE 21.4- ADMINISTRATIVE LEAVE**

In the event a unit member is placed on administrative leave without advance notice, a notice conforming to the specifications set forth above will be sent to the unit member by certified mail addressed to the unit member's last known address, within five (5) days of the unit member's removal from the position, with a copy concurrently provided to the Association president.

#### **ARTICLE 21.5- ARBITRATION**

1. Only written reprimands and suspension without pay may be appealed to arbitration under the grievance procedure in Article X of the Agreement commencing with the section on Arbitration Level. If timely appealed, the penalty will not be applied until the arbitrator's decision is rendered, except for just cause necessitating the immediate removal of the unit member from the worksite. At arbitration, the just cause for earlier discipline, may be determined by the arbitrator.
2. The Association must request arbitration by delivering written notice of appeal to the superintendent within fifteen (15) working days after receipt of the notice of suspension or written reprimand. If the Association does not demand arbitration within the above timeline, the suspension without pay or letter of reprimand may be imposed immediately by the superintendent or designee.

#### **ARTICLE 21.6- CONFIDENTIALITY**

All information or proceedings regarding any actions or proposed actions pursuant to the Article will be kept confidential by the parties to the extent permitted by law.



## **ARTICLE 21.7- EDUCATION CODE**

This Article is intended, for the purpose of suspension, to replace the provisions of Education Code §44944, but will not apply to suspension pursuant to Education Code §44939, §44940 or §44942. Nor is this Article intended to preclude the District's right to reelect or non-re-elect probationary unit member.

## **ARTICLE 22 - SUMMER SCHOOL**

### **ARTICLE 22.1- POSTING**

On or about April 15 the District shall post job announcements for summer school positions via District email.

### **ARTICLE 22.2- STUDENT ENROLLMENT**

Job openings as described in POSTING shall, in all cases, be contingent upon actual enrollment. Employment of employees for summer school positions shall be considered as tentative until such time as sufficient enrollment for the offering of classes is established.

### **ARTICLE 22.3- SELECTION**

(a) Employees qualified to apply for summer school positions shall be those who have completed the written application form, who have the appropriate credential/authorization to provide service in the subject/grade level for which they have applied, and who have no "unsatisfactory" or "needs to improve" in any of the six (6) categories of their evaluation ratings within the last two (2) years.

(b) The District shall paper-screen qualified employees by using the following pre-established criteria appropriate preliminary or clear credential/ certificate, work attendance for the current school year, intent to return next school year, and current certificated employee in good standing.

(c) The District shall afford the opportunity to the Association to appoint up to three (3) members to the selection committee. If there are more applicants than positions available, the selection committee will hold interviews.

(d) The District shall use the following criteria to make final selections for summer school positions. (Experience in the content area or grade level, specialized skills, experience within the District, ability to work every day during summer school, interview answers, and previous summer school experience.)

For subjects and/or grade level with multiple teachers needed, the selection committee shall rank the hired employees.

(e) Summer school positions will be filled by current District employees. However, if no qualified employee (who meets the criteria) applies for a particular position by the deadline, the District may hire a non-employee for the position, using its regular recruitment and selection processes.

(f) Tentative summer school assignments shall be made available as soon as possible. The district will make every reasonable effort to provide school assignments two weeks prior to the start of summer school. Such assignments shall be subject to enrollment. If it is necessary to collapse classes due to enrollment, the district will use the selection committee's ranking to determine employment.

#### **ARTICLE 22.4- PAY**

Summer school pay shall be paid at the current unit member's hourly per diem rate. Unit members who serve as day-to-day substitutes will be paid at the current unit member hourly per diem rate. Daily substitute teachers will be paid at the current Board approved substitute rate.

#### **ARTICLE 22.5- SCHEDULING**

Scheduling will be based on the number of hours required by the state.

#### **ARTICLE 22.5- NOTIFICATION**

Notification of assignments to summer school shall be in writing and shall include, where practicable, the location, subject matter, and/or grade level of the assignment. All applicants, successful and unsuccessful, shall be so notified. If a summer school job is denied, the employee (upon written request) will be provided in writing the reasons for the denial.


## **ARTICLE 22.6- SICK LEAVE**


Summer School teachers will be entitled to one day, accumulative eligible, paid sick leave, to be used for injury or illness. Unused sick leave for such employees shall be added to their following regular academic year accrued sick leave.


## **ARTICLE 23 - SUMMER EXTRACURRICULAR PROGRAM**

Extracurricular positions during the summer will receive a stipend of \$2,700 serving the same hours as Summer School for not more than four weeks at four and a half (4.5) hours per day, inclusive of a thirty (30) minute duty free lunch.


## APPENDIX A - SALARY SCHEDULE


		<b>Certificated - Teacher</b>		
		<b>Annual Salary Schedule</b>		
		<b><u>Effective July 1, 2023</u></b>		
		Schedule ID: 185		
<b>Includes Salary Increase of:</b>		Contract Days: 185		
	<b>8.00%</b>	Payroll Cycle: 11 Months		
<b>Column:</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
<b>Row</b>	<b>BA DEGREE</b>	<b>BA WITH 30 UNITS</b>	<b>MA OR BA WITH 45 UNITS</b>	<b>MA WITH 15 OR BA WITH 60 INC MA</b>
<b>1</b>	64,289	67,015	69,875	72,845
<b>2</b>	66,524	69,347	72,317	75,395
<b>3</b>	68,840	71,768	74,845	78,034
<b>4</b>	71,242	74,282	77,473	80,775
<b>5</b>	73,731	76,881	80,187	83,608
<b>6</b>	73,731	79,575	83,003	86,552
<b>7</b>	73,731	82,371	85,925	89,599
<b>8</b>	76,313	85,263	88,947	92,758
<b>9</b>	76,313	88,265	92,087	96,033
<b>10</b>	76,313	88,265	95,329	99,424
<b>11</b>	78,986	88,265	98,700	102,941
<b>12</b>	-	91,370	102,196	106,583
<b>13</b>	-	91,370	102,196	110,364
<b>14</b>	-	91,370	102,196	114,283
<b>15</b>	-	94,587	105,802	114,283
<b>16</b>	-	-	105,802	118,340
<b>17</b>	-	-	105,802	118,340
<b>18</b>	-	-	109,539	122,547
<b>19</b>	-	-	-	122,547
<b>20</b>	-	-	-	126,914
<b>21</b>	-	-	-	135,953
<b>Certificated Hourly Rate:</b>				
	<b>\$52.90</b>	Tentative Agreement Board-Approval: <u>June 28, 2023</u>		
<i>All figures subject to rounding.</i>				

		<b>Certificated - Elementary Counselor</b>		
		<b>Annual Salary Schedule</b>		
		<b><u>Effective July 1, 2023</u></b>		
		Schedule ID: 200		
<b>Includes Salary Increase of:</b>		Contract Days: 185 (6% Responsibility Factor)		
<b>8.00%</b>		Payroll Cycle: 11 Months		
<b>Column:</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
<b>Row</b>	<b>BA DEGREE</b>	<b>BA WITH 30 UNITS</b>	<b>MA OR BA WITH 45 UNITS</b>	<b>MA WITH 15 OR BA WITH 60 INC MA</b>
1	68,146	71,036	74,068	77,216
2	70,515	73,508	76,656	79,919
3	72,970	76,074	79,336	82,716
4	75,517	78,739	82,121	85,622
5	78,155	81,494	84,998	88,624
6	78,155	84,350	87,983	91,745
7	78,155	87,313	91,081	94,975
8	80,892	90,379	94,284	98,323
9	80,892	93,561	97,612	101,795
10	80,892	93,561	101,049	105,389
11	83,725	93,561	104,622	109,117
12	-	96,852	108,328	112,978
13	-	96,852	108,328	116,986
14	-	96,852	108,328	121,140
15	-	100,262	112,150	121,140
16	-	-	112,150	125,440
17	-	-	112,150	125,440
18	-	-	116,111	129,900
19	-	-	-	129,900
20	-	-	-	134,529
21	-	-	-	144,110
		Tentative Agreement Board-Approval: <u>June 28, 2023</u>		
<i>All figures subject to rounding.</i>				


		<b>Certificated - Secondary Counselor</b>		
		<b>Annual Salary Schedule</b>		
		<b><u>Effective July 1, 2023</u></b>		
		Schedule ID: 501		
<b>Includes Salary Increase of:</b>		Contract Days: 195 (6% Responsibility Factor)		
<b>8.00%</b>		Payroll Cycle: 11 Months		
Column:	1	2	3	4
Row	BA DEGREE	BA WITH 30 UNITS	MA OR BA WITH 45 UNITS	MA WITH 15 OR BA WITH 60 INC MA
1	71,830	74,876	78,071	81,390
2	74,327	77,481	80,800	84,239
3	76,915	80,186	83,624	87,187
4	79,598	82,995	86,560	90,250
5	82,379	85,899	89,593	93,415
6	82,379	88,909	92,739	96,704
7	82,379	92,033	96,004	100,109
8	85,264	95,264	99,380	103,638
9	85,264	98,618	102,889	107,297
10	85,264	98,618	106,511	111,086
11	88,251	98,618	110,277	115,016
12	-	102,087	114,183	119,085
13	-	102,087	114,183	123,309
14	-	102,087	114,183	127,688
15	-	105,682	118,212	127,688
16	-	-	118,212	132,221
17	-	-	118,212	132,221
18	-	-	122,388	136,921
19	-	-	-	136,921
20	-	-	-	141,801
21	-	-	-	151,900
Tentative Agreement Board-Approval: <u>June 28, 2023</u>				
<i>All figures subject to rounding.</i>				



		<b>Certificated - Speech Therapist</b>		
		<b>Annual Salary Schedule</b>		
		<b><u>Effective July 1, 2023</u></b>		
		Schedule ID: 143		
<b>Includes Salary Increase of:</b>		Contract Days: 192 (13% Responsibility Factor)		
	<b>8.00%</b>	Payroll Cycle: 11 Months		
<b>Column:</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
<b>Row</b>	<b>BA DEGREE</b>	<b>BA WITH 30 UNITS</b>	<b>MA OR BA WITH 45 UNITS</b>	<b>MA WITH 15 OR BA WITH 60 INC MA</b>
<b>1</b>	75,395	78,592	81,946	85,429
<b>2</b>	78,016	81,327	84,810	88,420
<b>3</b>	80,733	84,166	87,775	91,515
<b>4</b>	83,550	87,115	90,857	94,729
<b>5</b>	86,469	90,163	94,040	98,052
<b>6</b>	86,469	93,322	97,342	101,504
<b>7</b>	86,469	96,601	100,769	105,078
<b>8</b>	89,497	99,993	104,313	108,783
<b>9</b>	89,497	103,513	107,996	112,623
<b>10</b>	89,497	103,513	111,798	116,600
<b>11</b>	92,631	103,513	115,751	120,725
<b>12</b>	-	107,155	119,851	124,996
<b>13</b>	-	107,155	119,851	129,430
<b>14</b>	-	107,155	119,851	134,026
<b>15</b>	-	110,928	124,080	134,026
<b>16</b>	-	-	124,080	138,784
<b>17</b>	-	-	124,080	138,784
<b>18</b>	-	-	128,463	143,718
<b>19</b>	-	-	-	143,718
<b>20</b>	-	-	-	148,839
<b>21</b>	-	-	-	159,440
		Tentative Agreement Board-Approval: <u>June 28, 2023</u>		
<i>All figures subject to rounding.</i>				

		<b>Certificated - Psychologist, Nurse, &amp; Marriage and Family Therapist</b>		
		<b>Annual Salary Schedule</b>		
		<b><u>Effective July 1, 2023</u></b>		
		Schedule ID: 503		
<b>Includes Salary Increase of:</b>		Contract Days: 196 (13% Responsibility Factor)		
<b>8.00%</b>		Payroll Cycle: 12 Months		
<b>Column:</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
<b>Row</b>	<b>BA DEGREE</b>	<b>BA WITH 30 UNITS</b>	<b>MA OR BA WITH 45 UNITS</b>	<b>MA WITH 15 OR BA WITH 60 INC MA</b>
1	76,966	80,230	83,654	87,209
2	79,642	83,021	86,577	90,262
3	82,415	85,920	89,604	93,421
4	85,290	88,930	92,750	96,703
5	88,270	92,041	95,999	100,095
6	88,270	95,266	99,370	103,619
7	88,270	98,614	102,868	107,267
8	91,361	102,076	106,486	111,049
9	91,361	105,670	110,246	114,970
10	91,361	105,670	114,127	119,029
11	94,561	105,670	118,163	123,240
12	-	109,387	122,348	127,600
13	-	109,387	122,348	132,127
14	-	109,387	122,348	136,818
15	-	113,239	126,665	136,818
16	-	-	126,665	141,675
17	-	-	126,665	141,675
18	-	-	131,139	146,712
19	-	-	-	146,712
20	-	-	-	151,940
21	-	-	-	162,761
Tentative Agreement Board-Approval: <u>June 28, 2023</u>				
<i>All figures subject to rounding.</i>				


## APPENDIX B – STIPEND SCHEDULES

	<b>Certificated - Stipend Schedule High School <u>Effective July 1, 2024</u></b>	Includes 8% increase as per BTA.
Site Athletics & Activities		
Stipend	Amount	Payable
Head Coach, Basketball	\$5,103	Per Season
Head Coach, Volleyball	\$4,536	Per Season
Head Coach, Softball	\$4,536	Per Season
Head Coach, Tennis	\$3,969	Per Season
Head Coach, Water Sports	\$3,969	Per Season
Head Coach, Soccer	\$3,969	Per Season
Head Coach, Football	\$5,103	Per Season
Head Coach, Baseball	\$4,536	Per Season
Head Coach , Track & Field	\$4,536	Per Season
Head Coach, Cross Country	\$3,969	Per Season
Head Coach, Wrestling	\$3,969	Per Season
Head Coach, Golf	\$3,969	Per Season
Assistant Coach Positions	\$3,402	Per Season
Flags and Attached Units	\$2,835	Per Season
Assistant Band Directors/Percussion	\$1,418	Semester
Cheer	\$2,835	Semester
Cadet Corps	\$4,536	Semester
Band Director	\$4,536	Semester
Orchestra Leader	\$2,835	Annually
Choir	\$2,835	Annually
Drama	\$1,701	Semester
Class Advisors	\$1,134	Semester
Yearbook	\$3,402	Annually
ASB Approved Clubs	\$624	Semester
Principal's Designee	\$1,458	10 Days Per Semester *Excess days will be paid at a daily stipend rate
Administrative Designee for Saturday School	\$540	Per Saturday

Summer/Weekend Conference(s)	Hourly Rate	Per Day
Saturday School	Hourly Rate	
Home Teaching	Hourly Rate	
BARR Block Meeting	Hourly Rate	
CTI Coach	\$1,134	Per Participant
Keenan/HR Online Training	Hourly Rate	Per Hour Assigned By District Outside of Contractual Hours
<b>Department Chairs</b>		
<b>Stipend</b>	<b>Amount</b>	<b>Payable</b>
Department Chair	\$1,134	Semester
Language Arts	\$1,134	Semester
Math	\$1,134	Semester
Science	\$1,134	Semester
Physical Education	\$1,134	Semester
Electives	\$1,134	Semester
RSP	\$1,134	Semester
SDC	\$1,134	Semester
Lead Counselor	\$1,134	Semester
<b>Coordinators</b>		
<b>Stipend</b>	<b>Amount</b>	<b>Payable</b>
Site Coordinator	\$3,402	Annually
EL Coordinator	\$3,402	Annually
Testing Coordinator	\$3,402	Annually
PBIS Coordinator	\$1,134	Semester
AVID Coordinator	\$1,134	Semester
504 Coordinator	\$1,134	Semester
SST Coordinator	\$1,134	Semester
ASB Coordinator	\$3,240	Semester
WEB Crew	\$1,134	Semester
Business Academy Coordinator	\$1,134	Semester
Science Fair Coordinator	\$397	Per Event
History Day Coordinator	\$397	Per Event

	<b>Certificated - Stipend Schedule Middle School <u>Effective July 1, 2024</u></b>	Includes 8% increase as per BTA.
Stipend	Amount	Payable
MS Head Volleyball Coach	\$3,402	Per Season
MS Head Basketball Coach	\$3,402	Per Season
MS Head Softball Coach	\$3,402	Per Season
MS Head Flag Football Coach	\$3,402	Per Season
MS Head Baseball Coach	\$3,402	Per Season
MS Head Coach Soccer	\$3,402	Per Season
MS Head Coach Cross-Country	\$3,402	Per Season
MS Head Track Coach	\$1,701	Per Season
MS Weightlifting	\$624	Per Season
MS Golf Coach	\$2,268	Per Season
MS Band (Competitive Program)	\$3,402	Annually
MS Choir	\$964	Annually
MS Intramural Sports	\$624	Per Season
MS Yearbook	\$2,381	Annually
MS Drama	\$964	Annually
Cheer	\$2,268	Annually
Flags and Attached Units	\$2,268	Annually
MS Athletic Director	2 Prep Periods	Annually
MS Principal's Designee	\$1,458.00	10 Days Per Semester *Excess days will be paid at a daily stipend rate
MS Administrative Designee for Saturday School	\$540	Per Saturday
ASB Approved Clubs	\$624	Semester
Summer/Weekend Conference(s)	Hourly Rate	Per Day
Saturday School	Hourly Rate	
Home Teaching	Hourly Rate	
BARR Block Meeting	Hourly Rate	
CTI Coach	\$1,134	Per Participant

Keenan/HR Online Training	Hourly Rate	Per Hour Assigned By District Outside of Contractual Hours
<b>Department Chairs</b>		
<b>Stipend Amount Payable</b>	<b>Amount</b>	<b>Payable</b>
MS Language Arts	\$1,134	Semester
MS Math	\$1,134	Semester
MS Science	\$1,134	Semester
MS Physical Education	\$1,134	Semester
MS Electives	\$1,134	Semester
MS Dual Immersion	\$1,134	Semester
MS Dual Immersion Classroom Teacher	\$2,268	Annually *Must hold Bilingual Authorization
MS RSP	\$1,134	Semester
MS SDC	\$1,134	Semester
MS Grade Level Leader	\$1,134	Semester
Lead Counselor	\$1,134	Semester
<b>Coordinators</b>		
<b>Stipend Amount Payable</b>	<b>Amount</b>	<b>Payable</b>
MS SST Coordinator	\$1,134	Semester
LINK Crew	\$1,134	Semester
ASB Coordinator	\$3,240	Semester
MS Site Coordinator	\$3,402	Annually
EL Coordinator	\$3,402	Annually
Testing Coordinator	\$3,402	Annually
MS GATE Coordinator	\$1,134	Semester
MS STEAM Coordinator	\$1,134	Semester
MS AVID Coordinator	\$1,134	Semester
MS PBIS Coordinator	\$1,134	Semester
504 Coordinator	\$1,134	Semester
MS Field Day Coordinator	\$397	Per Event
MS History Day	\$397	Per Event
MS Spelling Bee	\$397	Per Event
MS Science Fair	\$397	Per Event

	<b>Certificated - Stipend Schedule</b> <b>Elementary School</b> <b>Effective July 1, 2024</b>	Includes 8% increase as per BTA.
Academic Site Activity Coordinators		
Stipend	Amount	Payable
Elementary Site Coordinator	\$3,402	Annually
Elementary EL Coordinator	\$3,402	Annually
Elementary 504 Coordinator	\$1,134	Semester
Elementary SST Coordinator	\$1,134	Semester
Elementary GATE Coordinator	\$1,134	Semester
Elementary STEAM Coordinator	\$1,134	Semester
Elementary AVID Coordinator	\$1,134	Semester
Elementary PBIS Coordinator	\$1,134	Semester
Elementary Spelling Bee	\$397	Per Event
Elementary Science Fair	\$397	Per Event
Elementary History Day	\$397	Per Event
Elementary Field Day Coordinator	\$397	Per Event
Elementary Principal's Designee	\$1,458	10 Days Per Semester *Excess days will be paid at a daily stipend rate
Elementary Administrative Designee for Saturday School	\$540	Per Saturday
Elementary Yearbook	\$2,381	Annually
Admin. Approved Clubs	\$624	Semester
Elementary Drama	\$964	Annually
Summer/Weekend Conference	Per Diem	Per Day
Saturday School	Hourly Rate	
Home Teaching	Hourly Rate	
CTI Coach	\$1,134	Per Participant
Keenan/HR Online Training	Hourly Rate	Per Hour Assigned By District Outside of Contractual Hours
Department Chairs/Grade Level Leaders		
Stipend	Amount	Payable
Elementary Dual Immersion Classroom Teacher	\$2,268	Annually *Must hold Bilingual Authorization
Elementary Special Education	\$1,134	Semester
Elementary Dual Immersion Chair	\$1,134	Semester
Elementary Grade Level Leader	\$1,134	Semester

# **WEB/LINK Crew Coordinator**

## **Job Responsibilities**

1. Organize and facilitate Leadership Training prior to Orientation.
2. Organize and facilitate Orientation to be held within a week before the first day of school.
3. Prepare for orientation, including: requesting facility, gathering supplies, ordering food, planning activities, and contacting parents of both leaders and incoming 6th/9th graders.
4. Preparing and directing WEB/ LINK leaders for major events that occur during the first month of school (such as, First day of school, Back to School Night, and First Dance of the school year.
5. Hold a monthly meeting for WEB/ LINK leaders.
6. Organize and facilitate activities for WEB/ LINK leaders.
7. Follow up on WEB/ LINK leaders both socially and academically throughout the school year.
8. Prior to the end of the school year, collaborate with site administrators for scheduling of activities and budgeting for the upcoming school year.
9. Prior to the end of the school year, recruit and select WEB/ LINK leaders for the upcoming school year.



## **STUDENT SUCCESS TEAM COORDINATOR JOB RESPONSIBILITIES**

### **DEFINITION**

Under the general direction of the Director of Student Services in collaboration with Site Administration, facilitate and coordinate the implementation of systems, policies, and procedures pertaining to the District's tiered intervention/data systems, collaborative, data-driven approaches to supporting all students as well as Student Success Teams (SST).

### **EXAMPLES OF DUTIES**

1. Clearly communicate and provide information and assistance to school administrators, teachers, staff, district personnel and families regarding SST and the multi-tiered systems of support (MTSS). Coordinate the Student Success Team (SST).
2. Work with district staff, psychologists, counselors, and special education personnel to communicate and support the SST and MTSS frameworks.
3. Provide support and recommendations for appropriate interventions and accommodations for general education students.
4. Maintain updated, accessible current school year SST forms.
5. Provide communication regarding the SST process for the faculty.
6. Assist with analyzing data from a variety of sources and assessments to inform instructional, intervention, and accommodations decisions.
7. Develop strategies for engaging parent/family participation and involvement throughout the collaborative, data-driven support processes of SST plans.
8. Attend SST meetings and record any pertinent information such as intervention, referrals, and accommodations in student information systems (SIS).
9. Meet with teachers during the first trimester/quarter to schedule follow-up SSTs from the previous year.

## **ADMINISTRATIVE DESIGNEE JOB RESPONSIBILITIES**

1. Assuming the responsibilities of the Principal/Assistant Principal only in their absence.
2. This includes but is not limited to attending scheduled meetings, IEPs, SSTs, tending to student discipline referrals, communicating with parents, and sustaining daytime school activities for students only, when no administrator is on campus.
3. Proactively communicates and consults with the Principal and/or District personnel to troubleshoot and manage situations, when no administrator is on campus.
4. Sustain site management and proactive communication with students, counselors, and community stakeholders when no administrator is on campus.
5. Sustain campus security, supervision, and discipline, when no administrator is on campus.
6. Administrative Designee will be given priority to fill the Saturday school administrator position.
7. On days when there is no substitute teacher available to cover the Administrative Designee's class, the Designee's students will be dispersed to other classroom teachers for the day.
8. Training will be provided to equip individuals with the necessary knowledge and skills to effectively carry out the responsibilities of the administrator role.

## **ENGLISH LEARNER COORDINATOR JOB RESPONSIBILITIES**

1. The English Learner Coordinator is the site English Learner Advisory Committee (ELAC) coordinator, who oversees the site ELAC committee composed of parents, staff, and community members, specifically designated to advise school officials on English Learner program services, update EL parents on school data and performance impacting their students.
2. Collaborate and work with staff, administration, and district to oversee EL reclassification. Communicate with EL families, prepare paperwork, and run reports as needed.
3. Facilitate a minimum of four site ELAC meetings.
4. Oversees the election of the ELAC team.
5. Attend EL Coordinator meetings, DELAC meetings, District Language Celebration, and training as offered.
6. Actively participates with the site and District personnel in the deliberations and classification of EL students and leads in the planning, coordinating, developing, monitoring, and evaluating the effectiveness of the EL program at the site.
7. Coordinate the administration of the ELPAC assessment with the site testing coordinator. Testing materials and student SSID numbers will be provided by the District.
8. Communicate schedules to staff and add them to the master calendar.
9. Assist the EL team by providing strategies that are conducive to learning and appropriate to the maturity and interests of EL students.
10. Maintains effective and efficient record-keeping procedures and provides documentation to the site administrator to assist with federal program monitoring (FPM).
11. Training will be provided from Student Services Department to equip individuals with the necessary knowledge and skills to effectively carry out the responsibilities of the English Learner Coordinator role.

## **SCHOOL SITE COORDINATOR JOB RESPONSIBILITIES**

1. Facilitate a minimum of seven School Site Council (SSC) meetings. Follow the bylaws, create agendas, and schedule and communicate meetings.
2. Attend the District Parent Advisory Committee (DPAC). Communicate with the SSC team any concerns or needs from the DPAC.
3. Work with site administration and staff to develop School Plan for Student Achievement (SPSA).
4. Communicate with staff regarding upcoming school events that require the site budget to cover the cost.
5. Meet regularly with school administration to discuss school matters, programs, and events.
6. Along with the SSC, oversee and review the spending of the site budget, Title I, LCAP, and LCFF budgets.
7. Oversees the election of the SSC team.
8. Maintains effective and efficient record-keeping procedures and provides support to the site administrator with federal program monitoring (FPM).

## **GRADE LEVEL/DEPARTMENT CHAIR**

### **JOB RESPONSIBILITIES**

1. Works closely and cooperatively with the site principal and other school staff members to facilitate site Professional Learning Communities (PLCs), data-driven goal setting, interventions, and program implementation to collectively team problem-solve and promote the site's vision and mission.
2. Meet regularly with the committee and administration to discuss school matters. Review and assist in the spending of the site budget, Title I, LCAP, and LCFF budgets. Make recommendations according to grade level/department needs and provide valuable input and feedback for the benefit of all students.
3. Collaborate with the Instructional coach and Principal to develop and provide PLC's with discussion focused on student data to drive instruction, and collaborate with teachers to target students with the highest needs for tutoring.
4. Maintains notes and data for the successful operation of the team.
5. Assists with the communication of site building and district policies, decisions, and related announcements to team members.
6. Assist grade level/department in using instructional programs and the implementation of formative and summative assessments (e.g. Illuminate Ed, BCAs, iReady, etc.) or other data management system to gather data on curricular assessments for PLC's.
7. Serve as the representative of the grade level/department on the site building leadership team and attends site leadership meetings.
8. The Department Chair is responsible for supporting inventory of ancillary curriculum and classroom supplies within the team and communicating their needs with office staff.

## **PBIS TIER I SITE COORDINATOR JOB RESPONSIBILITIES**

1. The PBIS Coordinator collaborates with the administrator and is responsible for the overall management of the Positive Behavioral Interventions and Supports (PBIS) program school wide systems (i.e. student store/check-ins).
2. Collaborates with administrator and other staff to identify students in need of Multi-tiered System of Support services and assists to develop, implement, and monitor programs to improve attendance, enrollment, achievement, and social behavior
3. Assist the site administrator with collecting and monitoring school databases to track and analyze student behavioral data including office discipline referrals, suspensions, team implementation, coach assessment of school wide implementation, and climate survey patterns.
4. Schedule & facilitate PBIS Leadership meetings at their site. Attend monthly or bi-monthly PBIS meetings as needed.
5. Actively attend agreed upon PBIS leadership conferences and meetings as needed to remain updated on PBIS strategies.
6. Assist site administrator in the annual planning at schools for behavior, school wide expectations, and PBIS assemblies.
7. Ensure the integrity and fidelity of implementation of PBIS at the site.

## **504 COORDINATOR JOB RESPONSIBILITIES**

1. Manage and ensure effective 504 plan implementation to promote accessibility and universal design principles within the school environment to ensure that all students, including those with disabilities, have equitable access to educational resources, programs, and facilities.
2. Collaborate with teachers, parents, district nurse, site administrator and other pertinent specialized school personnel to determine who is eligible and to develop individualized accommodation plans (504 Plans) for eligible students; outlining the specific accommodations and services needed to ensure equal access to education.
3. Coordinates Section 504 referral process.
4. Serves as the primary point of contact for parents, students, teachers, and other stakeholders regarding Section 504 matters, including providing information about rights and responsibilities under the law.
5. Coordinate and oversee the evaluation process for students suspected of having disabilities, including gathering information from teachers, parents, and other relevant sources.
6. Schedule, organize, and conduct annual or bi-annual reviews of each Section 504 student.
7. Maintain accurate records and documentation related to Section 504 evaluations, eligibility determinations, accommodation plans, and communications with stakeholders.
8. With the site administrator, determine, if needed, any state testing accommodations that will need to be put in the testing system.
9. Attends regularly scheduled professional development and Section 504 training meetings.

## **SITE G.A.T.E. COORDINATOR JOB RESPONSIBILITIES**

The Site G.A.T.E. Coordinator is responsible to the Administration/Director of Educational Services for the performance of the following functions:

1. Organize and administer the district-approved G.A.T.E. assessment at the site. If a site does not have a G.A.T.E. Coordinator, the district G.A.T.E Coordinator will be responsible for testing.
2. Collaborate with site administrator(s), teachers, and Educational Services to identify all new G.A.T.E. students based on the district qualifying criteria.
3. Schedule all after-school programs for G.A.T.E. students during the regular school year in collaboration with Educational Services and site G.A.T.E. Coordinators.
4. Provide enrichment activities for students four (4) hours per month. (Enrichment hours will be paid at the current negotiated District rate in the Learning Loss MOU agreed upon on June 6, 2023. At the sunset of The Learning Loss MOU, enrichment hours will revert to the contractual tutoring rate.
5. Maintain all attendance records and submit them to the District G.A.T.E. Coordinator.
6. Serve as a resource for classroom teachers with G.A.T.E. students.
7. Collaborate with the Site Administrator and the District G.A.T.E. Coordinator to vet materials provided by the district.
8. Communicate with the school site and parents on the schedule of all G.A.T.E. classes and enrichment activities.
9. Attend monthly district G.A.T.E meetings.



## **APPENDIX C - EVALUATION PACKET**

Amended 2/15//06 By BTA & District

Banning Unified School District

### **CERTIFICATED EVALUATION**

<b>Teacher</b>		<b>School Site</b>		Nicolet Middle School		<b>Date</b>				
<b>Evaluator</b>			<b>Classroom Observation Date</b>			<b>Conference Date</b>				
<b>Teacher Status</b>		<b>Probationary</b>	<input type="checkbox"/>	<b>Formative Evaluation</b>		<input type="checkbox"/>	<b>Overall Evaluation Code:</b>		Code	
		<b>Permanent</b>	<input type="checkbox"/>	<b>Summative Evaluation</b>		<input type="checkbox"/>				
		<b>Pre-Intern</b>	<input type="checkbox"/>					<b>Needs Improvement Plan</b>		<input type="checkbox"/>
		<b>Intern</b>	<input type="checkbox"/>	<b>Other</b> _____				<b>Referral to PAR</b>		<input type="checkbox"/>

Evaluation Code: **E** - Exceeds Standard      **M** – Meets Standard      **P** – Partially Meets Standard      **U** - Unsatisfactory

STANDARD	COMMENTS (Including Code)
<p><b>STANDARD I: ENGAGING AND SUPPORTING STUDENTS IN LEARNING</b></p> <p><b>Elements:</b></p> <p>*1.1 Connecting students’ prior knowledge, life experience and interests with learning goals.</p> <p>1.2 Using a variety of instructional strategies and resources to respond to students’ diverse needs.</p> <p>1.3 Facilitating learning experiences that promote autonomy, interaction and choice.</p> <p>1.4 Engaging students in problem solving, critical thinking and other activities that make subject matter meaningful.</p> <p>1.5 Promoting self-directed, reflective learning for students.</p>	<div style="border: 1px solid black; width: 100px; height: 100px; margin: 0 auto; display: flex; align-items: center; justify-content: center;">             Code           </div>

\* These standards are particularly applicable to the instruction of the following groups: GATE, English Learners, Special Ed.

Page 1 of 5

Amended 2/15//06 By BTA & District

STANDARD	COMMENTS (Including Code)
<p><b>STANDARD II: CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING</b></p> <p><b>Elements:</b></p> <p>2.1 Creating a physical environment that engages students.</p> <p>2.2 Establishing a climate that promotes fairness and respect.</p> <p>2.3 Promoting social development and group responsibility.</p> <p>2.4 Establishing and maintaining standards for student behavior.</p> <p>*2.5 Planning and implementing classroom procedures and routines that support student learning.</p> <p>2.6 Using instructional time effectively.</p>	<div data-bbox="1738 256 1837 365">Code</div>
<p><b>STANDARD III – UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING</b></p> <p><b>Elements:</b></p> <p>3.1 Demonstrating knowledge of subject matter content and student development.</p> <p>*3.2 Organizing curriculum to support student understanding of subject matter.</p> <p>3.3 Using materials, resources, and technologies to make subject matter accessible to students.</p> <p>*3.4 Interrelating ideas and information within and across subject matter areas.</p> <p>3.5 Developing student understanding through instructional strategies that are appropriate to the subject matter.</p>	<div data-bbox="1738 800 1837 917">Code</div>

\* These standards are particularly applicable to the instruction of the following groups: GATE, English Learners, Special Ed.

Page 2 of 5

Agreement between Banning USD and BTA, July 1, 2022 - June 30, 2025

Amended 2/15//06 By BTA & District

STANDARD	COMMENTS (Including Code)
<b>STANDARD IV – PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR STUDENTS</b>  <b>Elements:</b> *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.	<div>Code</div>
<b>STANDARD V – ASSESSING STUDENT LEARNING</b>  <b>Elements:</b> *5.1 Collecting and using multiple sources of information to assess student learning.  *5.2 Involving and guiding students in assessing their own learning.  *5.3 Communicating with students, families and others about student progress.  *5.4 Using the results of assessment to guide instruction.	<div>Code</div>

\* These standards are particularly applicable to the instruction of the following groups: GATE, English Learners, Special Ed.

Page 3 of 5

# Agreement between Banning USD and BTA, July 1, 2022 - June 30, 2025

Amended 2/15//06 By BTA & District

STANDARD	COMMENTS (Including Code)
<div data-bbox="178 245 207 267">+</div> <div data-bbox="216 300 1016 326"><b>STANDARD VI – DEVELOPING AS A PROFESSIONAL EDUCATOR</b></div> <div data-bbox="216 358 327 384"><b>Elements:</b></div> <div data-bbox="216 386 1134 623">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, families and colleagues to improve professional practice. *6.4 Balancing professional responsibilities and maintaining motivation. 6.5 Submits and completes reports in a timely manner.</div>	<div data-bbox="1793 310 1892 431"><div data-bbox="1814 386 1877 412">Code</div></div>

\* These standards are particularly applicable to the instruction of the following groups: GATE, English Learners, Special Ed.

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Amended 2/15//06 By BTA & District

**COMMENTS**

--

\_\_\_\_\_  
Administrator's Signature and Date

\_\_\_\_\_  
Teacher's Signature and Date  
Signature does not constitute agreement with evaluation

A Summative evaluation of "unsatisfactory" indicates that a teacher has received an unsatisfactory performance notation in any six elements throughout the teaching standards or an unsatisfactory performance notation in any three elements within a single standard and requires a written plan of assistance. A summative evaluation of "partially meets standards" also requires a written plan of assistance.

**EVALUATION IS INVALID WITHOUT BOTH SIGNATURES.**

**Banning Unified School District  
Evaluation Documentation  
Professional Goals**

Name \_\_\_\_\_ Subject/Grade \_\_\_\_\_

School \_\_\_\_\_ Date \_\_\_\_\_

- \_\_\_ Standard 1 Engaging and Supporting Students in Learning
- \_\_\_ Standard 2 Creating and Maintaining Effective Environments
- \_\_\_ Standard 3 Understanding and Organizing Subject matter
- \_\_\_ Standard 4 Planning Instruction and Designing Learning Experiences
- \_\_\_ Standard 5 Assessing Student Learning
- \_\_\_ Standard 6 Developing as a Professional Educator

Write two (2) goals referencing the above Standards. Goals are specific, time dependent, and verifiable by an outside source.

**EXAMPLES:**

GOAL 1      By September 30<sup>th</sup>, 2011, I will have written classroom management plan that is approved by the principal, posted in my room, is proactive and sent home to all parents. (Standard 2, 2.4, 2.5, 2.6)

GOAL 2      By June 15<sup>th</sup>, 2012, students in my class will demonstrate one years reading growth as measured by a pre test in September and a post test in June using running records, and the STAR computer test. (Standard 4, 4.1, 4.2, 4.3, 4.4, 4.5)

GOAL 1

GOAL 2

## APPENDIX D – CALENDARS



### Banning Unified School District 2022-23 School Calendar

Key		
H = Holidays	PD = Professional Development Days	M = Minimum days

July																																	
K-5																																	
6-8																																	
9-12																																	

August																																	
K-5	PD	PD																															
6-8	PD	PD	PD																														
9-12	PD	PD	PD																														

September																															
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
K-5	M				H		M							M							M							M			
6-8	M				H		M							M							M							M			
9-12	M				H			M							M							M							M		

October																																	
K-5																																	
6-8																																	
9-12																																	

November																															
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K-5		M							M		H			M	M	M	M	M						H	H					M	
6-8		M							M	H						M								H	H					M	
9-12			M							M	H						M							H	H						

December																																	
K-5																																	
6-8																																	
9-12																																	

January																																	
K-5																																	
6-8																																	
9-12																																	

February																															
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28			
K-5	M							M							M					H				H							
6-8	M							M							M					H				H							
9-12		M							M							M				H				H							

March																																	
K-5																																	
6-8																																	
9-12																																	

April																															
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K-5					M	M	H												M							M					
6-8					M	M	H												M							M					
9-12						M	H												M								M				

May																																	
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June																																
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K-5	M	PD																														
6-8	M	PD																														
9-12	M	PD																														

Holidays			
July 4	Independence Day Observed	December 26	Christmas Day Observed
September 5	Labor Day	December 30	New Years Eve Observed
November 11	Veterans Day	January 2	New Years Day Observed
November 21 - 25	Thanksgiving Recess	January 16	Dr. Martin Luther King Jr. Day
November 24	Thanksgiving Day	February 20	Washington's Day
November 25	Day After Thanksgiving	February 24	Lincoln's Day
December 19 - January 6	Christmas Recess	April 7 - April 14	Spring Recess
December 23	Floating Holiday	May 29	Memorial Day

Elementary Grading Periods		Secondary Grading Periods	
Grades TK-5		Grades 6-8	
1st Trimester	August 4 - November 4	1st Quarter	August 4 - October 7
2nd Trimester	November 7 - March 3	2nd Quarter	October 10 - December 15
3rd Trimester	March 6 - June 1	3rd Quarter	January 9 - March 17
		4th Quarter	March 20 - June 1

SCHOOL SCHEDULES  
Posted on [www.banning.k12.ca.us](http://www.banning.k12.ca.us)

Approved: March 31, 2021  
Amended: March 15, 2023



## Banning Unified School District 2023-24 School Calendar

Key	
H = Holidays	N= New Teacher Orientation
PD = Professional Development Days	M = Minimum days

[illegible]

August																															
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
K-5	N	N	N				PD	PD	PD							M							M							M	
6-8							PD	PD	PD							M							M							M	
9-12							PD	PD	PD							M							M							M	

[illegible]

	October																														
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K-5				M						M								M							M						
6-8				M						M								M							M	M	M				
9-12				M							M								M						M	M					

November																															
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K-5	M							M		H			M	M	M	M	M							H	H				M		
6-8	M							M		H					M									H	H					M	
9-12		M							M	H						M								H	H						M

	December																														
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K-5						M							M							M	PD				H	H					
6-8						M							M							M	M	PD				H	H				
9-12																			M	M	M	PD				H	H				

January																															
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K-5	H									M					H		M							M							M
6-8	H									M					H		M							M							M
9-12	H									M					H		M							M							M

		February																												
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K-5								M							M					H				H					M	
6-8							M							M						H				H					M	
9-12	M							M							M					H				H					M	

	March																															
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K-5						M							M	M	M					M								M		H		
6-8						M							M					M	M	M	M						M		M		H	
9-12						M								M							M								M		H	

April																														
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9-12											M							M						M	M	M				M

May																																
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K-5	M							M							M								M					H		M		M
6-8	M	M						M							M								M							M		M
9-12								M							M								M							M		M
								M							M								M					H		M		M

[illegible]

Holidays			
July 4	Independence Day Observed	December 26	Floating Holiday
September 4	Labor Day	January 1	New Years Day Observed
November 10	Veterans Day	January 15	Dr. Martin Luther King Jr. Day
November 20 - 24	Thanksgiving Recess	February 19	Washington's Day
November 23	Thanksgiving Day	February 23	Lincoln's Day
November 24	Day After Thanksgiving	March 29 - April 5	Spring Recess
December 25 - January 5	Christmas Recess	May 27	Memorial Day
December 26	Christmas Day Observed	June 19	Juneteenth

Elementary Grading Periods		Secondary Grading Periods	
	Grades TK-5	Grades 6-8	Grades 9-12
<b>1st Trimester</b>	August 10 - November 9	<b>1st Quarter</b>	August 10 - October 13
<b>2nd Trimester</b>	November 13 - March 1	<b>2nd Quarter</b>	October 16 - December 20
<b>3rd Trimester</b>	March 4 - May 31	<b>3rd Quarter</b>	January 8 - March 15
		<b>4th Quarter</b>	March 18 - May 31

SCHOOL SCHEDULES  
Posted on [www.banning.k12.ca.us](http://www.banning.k12.ca.us)

Approved Dec 14, 2022

Amended: Dec 13, 2023





## Banning Unified School District 2024-25 School Calendar

Key	
H = Holidays	N = New Teacher Orientation
PD = Professional Development Days	M = Minimum days

July																																	
K-5																																	
6-8																																	
9-12																																	

August																																	
K-5	N	N																															
6-8	N	N																															
9-12	N	N																															

September																															
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K-5	H		M								M							M						M							
6-8	H		M								M							M						M							
9-12	H			M							M								M							M					

October																																	
K-5																																	
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November																															
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K-5							M				H		M					M	M	M	M	M						H	H		
6-8						M						H	M							M								H	H		
9-12							M				H		M								M							H	H		

December																																	
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February																												
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K-5						M											H			H						M		
6-8						M						M					H			H						M		
9-12						M						M					H			H						M		

March																																	
K-5																																	
6-8																																	
9-12																																	

April																														
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K-5			M						M							M	M	H												M
6-8			M						M							M	M	H												M
9-12				M						M							M	H												M

May																																	
K-5																																	
6-8																																	
9-12																																	

June																																
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K-5	PD																		H													
6-8	PD								PD										H													
9-12	PD																		H													

Holidays			
July 4	Independence Day Observed	December 24	Floating Holiday
September 2	Labor Day	January 1	New Years Day Observed
November 11	Veterans Day	January 20	Dr. Martin Luther King Jr. Day
November 25 - 29	Thanksgiving Recess	February 17	Washington's Day
November 28	Thanksgiving Day	February 21	Lincoln's Day
November 29	Day After Thanksgiving	April 18 - April 25	Spring Recess
December 23 - January 3	Christmas Recess	May 26	Memorial Day
December 25	Christmas Day Observed	June 19	Juneteenth

Elementary Grading Periods		Secondary Grading Periods	
Grades TK-5		Grades 6-8	Grades 9-12
1st Trimester	August 8 - November 8	1st Quarter	August 8 - October 4
2nd Trimester	November 12 - March 7	2nd Quarter	October 7 - December 18
3rd Trimester	March 10 - May 30	3rd Quarter	January 6 - March 14
		4th Quarter	March 17 - May 30

SCHOOL SCHEDULES  
Posted on [www.banning.k12.ca.us](http://www.banning.k12.ca.us)

Approved: Dec 14, 2022

Amended: TBD

## **APPENDIX E – DEFINITIONS**

**EERA** is defined as the Education Employment Relations Act.

**Intermediate** is defined as a school with a grade configuration of fifth (5th) and sixth (6th) grades.

**Involuntary transfer** is defined as a transfer that is not initiated by a bargaining unit member.

**Reassignment** is defined as a move from one grade level or content area to another at the same site.

**Transfer** is defined as a move from one site to another.

**Vacancy** is defined as a bargaining unit position the district has decided to fill.

**Voluntary transfer** is defined as a transfer that is initiated by a bargaining unit member.

## APPENDIX F - MEMORANDA OF UNDERSTANDING (MOU)

### The Banning Unified School District and The Banning Teacher's Association (BTA) 2023-24 through 2025-26 Health and Welfare Benefits


June 6, 2023


The Banning Unified School District ("District") and the Banning Teachers' Association ("BTA") (collectively referred to as the "Parties") enter into this Memorandum of Understanding to address Health and Welfare benefits for the 2023-24 through 2025-26 school years.

#### The parties agree to the following:


Each Bargaining Unit Member must decide which major medical package they will participate in during the open enrollment period prior to the commencement of the benefit year. The District will pay the actual cost of an eligible employee's health benefits up to a maximum of thirteen thousand seven hundred-fifty dollars (\$13,750) per year for each eligible employee. Three thousand, seven hundred-fifty (\$3,750) will be paid to each eligible employee who has comparable health benefit coverage through a spouse and elects to waive coverage. The savings from this waiver of benefit program shall be used to offset health benefit cost increases that occur during the year for which the waivers apply. The savings from said program shall not accumulate from year to year. It is the clear intention of the District and the Association that all of the savings generated by the waiver of benefit program shall be applied against health benefit increases during the year for which the waivers apply before any payroll deduction for premium costs is implemented. Any such payroll deduction for premium costs shall be calculated based upon the composite rate for the plan selected by the unit member.

**This MOU will be effective for the 2023-24 through 2025-26 school years, beginning on July 1, 2023 and ending on June 30, 2026 or upon mutual agreement of both parties.**

  
Johnny Baker  
Assistant Superintendent, HR  
Banning Unified School District

  
Randy Robinson  
Lead Negotiator  
Banning Teachers Association

  
Date

  
Date

**Memorandum of Understanding (MOU) Between  
The Banning Unified School District and The Banning Teachers Association (BTA)  
Article 12 Class Size**

This MOU is to address the mutual concern of class size for the 2023-24 and 2024-25 school year, and compensation for Elementary teachers that exceed class size average per site. The District will have a six (6) day grace period to address any enrollment overages. The bargaining unit member will qualify for the semester stipend on the seventh (7<sup>th</sup>) consecutive day, if enrollment cannot be adjusted.

- For grades K-3 inclusive, the district will maintain an average class enrollment of no more than 24 students per site.
- In grades 4-5 inclusive, the district will maintain an average class size of 33 per site.
- Additional Local Control Funding Formula (LCFF) Concentration Grant funding will provide increased and improved services to maintain an average class size of no more than 22 per site for K-1 and an average class size of no more than 31 for grades 4-5.
- Classes that exceed 22 students in grades K-1, 24 students in grades 2-3, or 31 in grades 4-5 will receive a stipend of \$500 per student, per trimester.
- Classes that exceed 22 students in grades K-1, 24 students in grades 2-3, or 31 in grades 4-5 shall not go over by more than two (2) students and shall not exceed the site average.

**This MOU will be effective for the 2023-24 and 2024-25 school years and expire on June 30, 2025.**

**Memorandum of Understanding (MOU) Between  
The Banning Unified School District and The Banning Teachers Association (BTA)  
BTA President's Release**

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

The Association President shall be granted full time release from his/her regular duties. The Association will contribute \$10,000 paid directly from the association of the full release, to keep the President at the same salary and benefits he/she would have received on regular duty without loss of seniority or other rights and benefits.

As part of the release-time assignment, the Association President may be required by the District to provide up to thirty-six (36) days of services of mutual interest and benefits to the Parties as jointly determined by the President and Human Resources Administrator. If any of these 36 days are required in the summer, the BTA president will be compensated at the per diem rate or with days off during the school year.

Such services may include conducting information meetings concerning professional growth, developing ways to assist non-permanent unit members, attempting to resolve reported conflicts of certificated employees, assisting with the recruitment of new teachers, representing the District and Association at appropriate out-of-district functions, gathering data for use of both Parties in the negotiation process, developing and presenting in services to District employees on agreed-to topics, contributing to the District's employee newsletter, as well as providing representation on committees such as the District Safety Committee. The Parties recognize that it is to the advantage of the District, the Association, and the community for the President to take an active role to make a positive work environment for employees and a positive learning environment for students.

Upon expiration of this 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 that he/she is qualified for.

**This MOU will be effective for the 2023-24 and 2024-25 school years and expire on June 30, 2025.**

**Memorandum of Understanding (MOU) Between  
The Banning Unified School District  
And The Banning Teachers' Association (BTA)  
2024-25 through 2025-26  
Health & Welfare Benefits and One-time Off-Salary Schedule Payment**

**September 6, 2024**

The Banning Unified School District ("District") and the Banning Teachers' Association ("BTA") (collectively referred to as the "Parties") entered into this Memorandum of Understanding ("MOU") to address Health and Welfare benefits for the 2024-25 through 2025-26 and a one-time off-salary schedule payment for the 2024-25 fiscal year.

**The parties agree to the following:**

Notwithstanding Article 18 – Health and Welfare Benefits in the BTA collective bargaining agreement, the District agrees to increase the health and welfare contribution and waiver benefit program by six hundred dollars (\$600) for the 2024-25 and 2025-26 fiscal years ending on June 30, 2026. The MOU between parties signed June 6, 2023, that increased the health and welfare contribution and waiver benefit program by one thousand one-hundred-fifty dollars (\$1,150) will remain in place through June 30, 2026. Total district contribution and waiver program amounts are provided below:

- Benefits Contribution
  - 2024-25:  $\$12,600 + 1,150 + 600 = \$14,350$
  - 2025-26:  $\$12,600 + 1,150 + 600 = \$14,350$
  - 2026-27:  $\$12,600$  (*expiration of both MOUs*)
- Waiver Program
  - 2024-25:  $\$2,600 + 1,150 + 600 = \$4,350$
  - 2025-26:  $\$2,600 + 1,150 + 600 = \$4,350$
  - 2026-27:  $\$2,600$  (*expiration of both MOUs*)

The benefits contribution and waiver program increase will be effective on the October 2024 payroll cycle and applied in whole during the remaining payroll months.

In addition, the District will provide a one-time off-salary schedule payment of one thousand five hundred dollars (\$1,500) for all members active as of October 1, 2024, issued on or before October 31, 2024.

**MEMORANDUM OF UNDERSTANDING BETWEEN  
BANNING UNIFIED SCHOOL DISTRICT AND  
BANNING TEACHERS' ASSOCIATION  
EXPANDED LEARNING OPPORTUNITY (ELO) TUTORING PROGRAM**

The Banning Unified School District ("District") and the Banning Teachers' Association ("BTA") (collectively referred to as the "Parties") enter into this Memorandum of Understanding to address student learning loss due to the pandemic.

The parties agree to the following:

The Expanded Learning Opportunity (ELO) tutoring program can provide a valuable avenue for improving academic achievement by addressing students' diverse learning needs, providing academic support with homework assistance, assisting students in completing assignments, understanding concepts, and developing effective study habits, reinforcing classroom learning, and provide additional instruction in subjects where students may be struggling. This will be part of a seamless 9-hour day as outlined in compliance with ELOP requirements to prioritize TK-6th and then offer services to all other grade levels. Students may also attend programs hosted by the Boys and Girls Club.

● **Target Students:**

- The focus will be on students at risk of falling behind academically and teachers will collaborate with site administration to target students of highest needs. Assessments such as i-Ready (domain areas/prerequisite reports) or Elevation data will be used to identify student groups with the highest need (as defined by two or more grade levels behind) Teachers can tutor rostered students first and within grade level.
- Bargaining unit members must work with a minimum of 6 and a maximum of 10 students at a time and will collaborate with site administration to target students of the highest needs which may include their own and document follow up on students who don't show. Teachers can still tutor even if not all tutoring students are in attendance on that tutoring day but must be canceled if no students attend.

● **Tutoring:**

- **Program Focus Areas** (1 - 2 areas of need and assessed by state testing, on the elementary report card for targeted Intervention, etc.)
  - ELA/ELD, Math, Science, Social Studies
  - Test Preparation: Tutors can offer specialized instruction to help students prepare for college entrance exams and other assessments, including test-taking strategies, content review, and practice exercises.
  - Basic Homework assistance
- Six-week cycles
- Supplemental attendance will be taken.
- Elementary teachers will provide pre and post test data to the site principal.

- **Compensation:**

- Teachers will be compensated at the per diem hourly rate of pay.

- **Schedule:**

Tutoring sessions will be scheduled before or after school in 60 minute blocks. For Elementary and Middle School, contracted work time shall be made up if this time is made up before the start of the contracted work hours or after tutoring concludes. Teachers can service their rostered students and designated grade levels based on the following schedule two to four days a week not to exceed 240 minutes a week

- Elementary School Tutoring Hours

- 7:30 a.m. - 8:30 a.m.

- 3:25 p.m. - 4:25 p.m.

- Middle School Tutoring Hours

- 6:45 a.m. - 7:45 a.m.

- 2:40 p.m. - 3:40 p.m.

- High School Tutoring Hours

- 7:20 a.m. - 8:20 a.m.

- 3:35 p.m. - 4:35 p.m.

This MOU will be effective for the 2024-25 and 2025-26 school years, beginning on September 16, 2024 and ending on June 4, 2026. The program shall be evaluated at the conclusion of 2024-25 and any changes to the MOU shall be made mutually by both parties.

**The ELOP Tutoring Program for the 2025-2026 school year will be dependent on funding and/or program availability.**



**MEMORANDUM OF UNDERSTANDING BETWEEN BANNING UNIFIED SCHOOL  
DISTRICT AND  
BANNING TEACHERS' ASSOCIATION**

**ARTS & MUSIC IN SCHOOLS FUNDING - PROPOSITION 28**

The Banning Teachers' Association (BTA) and Banning Unified School District (BUSD) enter this Memorandum of Understanding (MOU) regarding Arts and Music in Schools funding for the 2023-24 school year:

1 A. The District shall employ three (3) full-time elementary teachers to provide instruction in Arts and Music. Each elementary classroom teacher, with a student roster, shall receive an additional 50 (fifty) minutes weekly of uninterrupted preparation minutes during students' art and music instruction for the exception of one fifty (50) minutes for the first month of the school year for self-directed annual online required training if needed. During holiday weeks and minimum days, preparation time may be shortened but will remain equitable amongst elementary teachers.

1 B. If an agreement in Article XIII regarding district training is reached during 2024-25 negotiations, the following will replace paragraph 1 A (above). The District shall employ three (3) full-time elementary teachers to provide instruction in Arts and Music. Each elementary classroom teacher, with a student roster, shall receive an additional 50 (fifty) minutes weekly of uninterrupted preparation minutes during students' art and music instruction. During holiday weeks and minimum days; preparation time may be shortened but will remain equitable amongst elementary teachers.

2. The District shall employ two (2) full-time Secondary Teachers to provide instruction in Arts and Music Elective Courses to serve secondary students.

3. This MOU is contingent upon Proposition 28 state funding. It will be effective beginning in the 2023-24 school year. This MOU will renew each year unless there is a loss of funding or upon mutual agreement of both parties.