

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

# **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**

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**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:

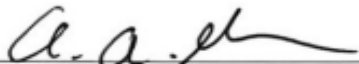
  
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**Terrence Davis, Superintendent**

  
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**Victor Herrera, District Negotiator**

FOR THE ASSOCIATION:

  
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**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 employees 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 names, date of hire, job title(s), departments, work sites, and if on file with the District, the home and personal email addresses on file with the District, 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.

## **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.

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

Revised 03/14/2005

## **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.

Ratified prior to 1995-96

**ARTICLE 8**  
**STATUTORY CHANGES**

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

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

Ratified prior to 1995-96



**ARTICLE 9**  
**MEMBER SAFETY**  
**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 9.1- 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 of a Bargaining Unit Member or other person shall be cause for 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.

### **ARTICLE 9.2- 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 9.3- 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 9.4- SAFETY INSPECTION REPORTS**

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

#### **ARTICLE 9.5- 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 9.6- 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 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 if 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**  
**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 11.1- 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 (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 KINDERGARTE (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 and not more than ten (10) students per adult which may include classified staff effective 2023-24 subject to future legislative appropriation.

### **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. 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 students over the site average for that grade level. Sites with more than one Dual Immersion class per grade will require the District to balance those classes within two 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 Music 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. The District will make a reasonable effort to limit, in the case of New Horizons High School, the class size to no more than twenty (20) students in daily attendance 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, Career Technical Education, Art, and Business.

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 caseloads exceed 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 12.4- SPECIAL DAY CLASS (SDC) -**

**Mild/Moderate:** If caseloads exceed 16, the District, site administrator and department chairs/grade level leader within 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 12, the District, site administrator and department chairs/grade level leader within 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.

## **ARTICLE 13**

### **HOURS OF EMPLOYMENT**

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

Elementary Bargaining unit members will work sixty-five (65) minutes, thirty-five (35) minutes before, and thirty (30) minutes after the regular hours students are required to be present. 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**

Principals or designees may schedule no more than three (3) hours of professional (i.e. workshops, faculty meetings, in-service, etc.) activities during any school month in excess of the normal workday and no adjunct duty shall be scheduled in months that sites have Back to School Night, Open House, or Parent Teacher Conferences. 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 quarter 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 quarter trimester for at risk students, and two (2) consecutive parent conference days following the end of the third quarter 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 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).

Nicolet Middle School Bargaining Unit Members will work 60 minutes (60), during any day students are required to be present.

All High Schools Bargaining Unit Members will work twenty minutes (20), ten (10) minutes before, and ten (10) minutes after the regular hours during any day students are required to be present.

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 E.

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.

#### **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. 6 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 SECONDARY PROFESSIONAL ACTIVITIES**

Principals or designees may schedule no more than three (3) hours of professional (i.e. workshops, faculty meetings, in-service, etc.) activities during any school month in excess of the normal workday and no adjunct duty shall be scheduled in months that sites have Back to School Night, Open House, or Parent Teacher Conferences. 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 13.9 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 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. The following schedule:

Secondary Bargaining Unit Members will be compensated at one sixth (1/6<sup>th</sup>) of their daily per diem rate of pay when they provide period coverage on their preparation class period. Special Education Bargaining Unit Members shall be assigned substitute duties on the same basis as, and no more than, other Bargaining Unit Members.

#### **ARTICLE 13.10- 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 13.11 ASSIGNMENT TO TEACH ON PLNNAING/PREPERATION 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 13.12- 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 13.13- 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 13.14- 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 five (5) or more consecutive days. The District shall provide each Bargaining Unit Member with a written statement of:

1. His/her 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.

#### **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.

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

A Bargaining Unit Member may take up to five (5) days of leave for personal reasons with only substitute to be deducted from Bargaining Unit Member's salary, and will require two (2) days notice to Superintendent or designee.

**ARTICLE 16.4- MISCELLANEOUS**

A Bargaining Unit Member on approved unpaid leave of absence for less than 75% of the school year shall be entitled to return to the same position held immediately before commencement of the leave.

**ARTICLE 16.5- BEREVEMENT LEAVE**

A Bargaining Unit Member shall be granted a leave of absence of five (5) days on account of death of any member of his/her immediate family and shall receive full pay by the District. Members of the immediate family covered under this leave as stated in Education Code §44985.

**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.

#### **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.

**ARTICLE 17**  
**ATTENDANCE INCENTIVE**

At the end of every school calendar year, each Bargaining Unit Member will receive \$55.00 per day for 7-10 days of unused sick leave from the current yearly allotment often (10). For purposes of calculating the Attendance Incentive, use of personal leave (Article XVI) will be deducted from the unused current yearly allotment of sick leave. Bargaining Unit Members would retain the accumulated sick days even after receiving the incentive payments.

## **ARTICLE 18**

### **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 18.1- 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 18.2- 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 18.3- 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 18.4- 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 19**

### **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 in 2014/2015. 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 thousand six hundred dollars (\$12,600) per year for each eligible employee. Two thousand and 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 19.1- 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 20**

### **EVALUATION PROCEDURE**

#### **ARTICLE 20.1- 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 20.2- 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 20.3- TIMELINE**

Within thirty (30) working days of the beginning of the school year or anytime 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 21**

The Certificated Salary Schedules are set forth in Appendix B.

### **ARTICLE 21.1- SALARIES**

Beginning with the 2022-2023 school year, the base contract year for Unit Members will be one hundred eighty-five (185) days. Salaries for the 2022-2023 school year will increase by 5.0% as ongoing on the salary schedule effective July 1, 2022. Additionally, a \$2,500, one-time off-salary schedule payment will be paid to Unit Members active on September 1, 2022.

As agreed upon by the Association and District effective July 1, 2019, the Local Control Funding Formula (LCFF) Supplemental and Concentration funding will continue to provide increased and improved services by recruiting and retaining certificated staff. The Local Control Accountability Plan (LCAP) will include an action item to reflect salary increases stipulated in the 2019-20 Certificated Salary Schedule (Exhibit D) and adjusted annually based on negotiated salary schedule increase. Additionally, effective July 1, 2022 teacher salary schedule's column four (4) was recalibrated to include an increase of 4.25% as compared to column three (3) including an accelerated increase was and compressions implemented to steps fifteen (15) through twenty-one (21).

### **ARTICLE 21.2- HOURLY RATE**

District agrees that the hourly rate will be \$46.65 effective 7/1/2021. The hourly rate will increase thereafter by the same ongoing percentage increase that is applied to the Certificated Salary Schedule.

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

### **ARTICLE 21.3- DEPARTMENT CHAIR POSITIONS**

Department Chair and Instructional coordinator stipends are set forth in Appendix C.

**ARTICLE 21.4- CLASS COVERAGE**

On the first occurrence where a teacher is required to substitute during their preparation period, they shall be compensated at the agreed upon hourly rate of pay. Elementary teachers will be absent teacher. SEE ARTICLE XIII HOURS OF EMPLOYMENT AND ADJUNCT DUTIES.

**ARTICLE 21.5- 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 21.6- COUNSELORS COMPENSATION**

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.

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 21.7- SPEECH THERAPIST COMPENSATION**

Compensation for Speech Therapists will be placement on the teachers' salary schedule, plus 13% responsibility factor. A Speech Therapist working year will be one hundred ninety two (192) eight 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 21.8- 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 196 eight (8) hour days. The annual salary will be based on per diem multiplied by 196.

### **ARTICLE 21.9- 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 22**

### **TEACHER DISCIPLINE**

#### **ARTICLE 22.1- 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 22.2- 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.

##### **1. 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.

##### **2. 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.

**3. 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.

**4. 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 22.3- 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 22.4- 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 22.5- 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 22.6- 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 22.7- 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 23**

### **SUMMER SCHOOL**

#### **ARTICLE 23.1- POSTING**

On or about April 15 the District shall post job announcements for summer school positions on employee bulletin boards at each site.

#### **ARTICLE 23.2- 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 23.3- 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 6 categories of their evaluation ratings within the last two (2) years.

(b) The District shall paper-screen qualified employees by using pre-established criteria (such as a working knowledge and understanding of State Standards, appropriate credential/ certificate, experience in the content area or grade level, experience within the District).

(c) The District shall afford the opportunity to the Association to appoint up to three (3) members to the selection committee.

(d) The District shall use its regular competitive selection process to make final selections for summer school positions.

(e) Summer school positions will be filled by current District employees. However, if no qualified employee (who meets the paper-screen 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 as soon as possible. The district will every reasonable effort to provide school assignments two weeks prior to the start of summer school. Such assignments shall be subject to enrollment.

#### **ARTICLE 23.4- 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 23.5- SCHEDULING**

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

#### **ARTICLE 23.5- 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 23.6- SICK LEAVE**

Summer School teachers will be entitled to one day, non-accumulative, paid sick leave, to be used for injury or illness.

**ARTICLE 24**  
**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**

### **Professional Growth**

Certificated employees will be required to engage in 150 clock hours of professional growth activities as a condition of maintaining the validity of a clear multiple or single subject credential issued on or after September 1, 1985. This mandate is a part of SB 813 and is governed by Education Code §44250, §44251, and §44277- §44279. This article applies to those unit members who acquire a clear multiple or single subject teaching credential after August 31, 1985, as provided in Education Code §44250, §44251, and §44277. Those Unit Members to whom this Article applies shall develop an individual program of professional growth which consists of a minimum of 150 clock hours of participation in activities which contribute to competence, performance, or effectiveness in one's profession of education. This program is to be completed within a five (5) year period. The five (5) year period begins September 1, 1985, or on the date that a credential is issued after September 1, 1985.

Each Bargaining Unit Member who obtains a clear credential after August 31, 1985, shall develop a professional growth program which shall be consistent with the requirements of law, regulations adopted pursuant to law and District needs. Acceptable activities shall include the completion of courses offered by regionally accredited colleges and universities; participation in professional conferences, workshops, teacher center programs of staff development programs; service as mentor teacher pursuant to Education Code §44496; participation in school curriculum development projects; participation in systematic programs of observation and analysis of teaching service in a leadership role in a professional organization.

It shall be the responsibility of the Bargaining Unit Member to:

1. Develop and plan his individual professional growth program, subject to prior approval of the unit member's immediate supervisor (or designee) or a District appointed professional growth advisor (the Assistant Superintendent of Instruction and Personnel).

The Unit Member may select any building principal of the Assistant Superintendent to function as the Unit Member's advisor.

2. Participate in at least fifteen (15) hours of acceptable activity each year of the five (5) year plan, unless the 150 hours have already been satisfied.
3. Submit, to the immediate supervisor or professional growth advisor, no later than June 1, a report setting forth the acceptable activities engaged in during the previous year, including the number of hours of each such activity.
4. Take full responsibility for the submission, accuracy and truthfulness of all reports relating to acceptable activities and the hours engaged therein as provided in Section 3 above.
5. Participate in a minimum of 150 hours of acceptable activities in accordance with the professional growth program during the five (5) year period. Certification of full compliance with the requirements of the five (5) year program shall be submitted by the Unit Member, in writing, to the immediate supervisor or professional growth advisor, no later than ninety (90) calendar days prior to the expiration of the five (5) year period.

This Article shall be subject to the grievance procedure under Article X of this Agreement only if the processing of the grievance is approved by the Association Grievance Committee.



## APPENDIX B

### SALARY SCHEDULE



## Certificated - Teacher Annual Salary Schedule

Effective July 1, 2022

Schedule ID: 185

Contract Days: 185

Payroll Cycle: 11 Months

Includes 5.00% Salary Increase  
Col. 4 Calibration & Compression

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	59,527	62,051	64,699	67,449
2	61,596	64,210	66,960	69,810
3	63,741	66,452	69,301	72,254
4	65,965	68,780	71,734	74,792
5	68,269	71,186	74,247	77,415
6	68,269	73,681	76,855	80,141
7	68,269	76,269	79,560	82,962
8	70,660	78,947	82,358	85,887
9	70,660	81,727	85,266	88,919
10	70,660	81,727	88,268	92,059
11	73,135	81,727	91,389	95,316
12	-	84,602	94,626	98,688
13	-	84,602	94,626	102,189
14	-	84,602	94,626	105,818
15	-	87,581	97,965	105,818
16	-	-	97,965	109,574
17	-	-	97,965	109,574
18	-	-	101,425	113,469
19	-	-	-	113,469
20	-	-	-	117,513
21	-	-	-	125,882

**\$48.98 - Teacher Hourly Rate**

Salary Schedule Board Approved: June 8, 2022

*All figures subject to rounding.*



## Certificated - Elementary Counselor Annual Salary Schedule

Effective July 1, 2022

Schedule ID: 200

Contract Days: 185 / 6% Factor

Payroll Cycle: 11 Months

Includes 5.00% Salary Increase  
Col. 4 Calibration & Compression

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	63,099	65,774	68,581	71,496
2	65,292	68,063	70,978	73,999
3	67,565	70,439	73,459	76,589
4	69,923	72,907	76,038	79,280
5	72,365	75,457	78,702	82,060
6	72,365	78,102	81,466	84,949
7	72,365	80,845	84,334	87,940
8	74,900	83,684	87,299	91,040
9	74,900	86,631	90,382	94,254
10	74,900	86,631	93,564	97,583
11	77,523	86,631	96,872	101,035
12	-	89,678	100,304	104,609
13	-	89,678	100,304	108,320
14	-	89,678	100,304	112,167
15	-	92,836	103,843	112,167
16	-	-	103,843	116,148
17	-	-	103,843	116,148
18	-	-	107,511	120,277
19	-	-	-	120,277
20	-	-	-	124,564
21	-	-	-	133,435

Salary Schedule Board Approved: June 8, 2022

*All figures subject to rounding.*



## Certificated - Secondary Counselor Annual Salary Schedule

Effective July 1, 2022

Schedule ID: 501

Contract Days: 195 / 6% Factor

Payroll Cycle: 11 Months

Includes 5.00% Salary Increase  
Col. 4 Calibration & Compression

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	66,509	69,329	72,288	75,361
2	68,821	71,742	74,814	77,999
3	71,218	74,247	77,430	80,729
4	73,703	76,848	80,148	83,565
5	76,277	79,536	82,956	86,496
6	76,277	82,324	85,870	89,541
7	76,277	85,215	88,892	92,693
8	78,948	88,207	92,018	95,961
9	78,948	91,313	95,267	99,349
10	78,948	91,313	98,622	102,857
11	81,714	91,313	102,109	106,496
12	-	94,526	105,725	110,264
13	-	94,526	105,725	114,175
14	-	94,526	105,725	118,230
15	-	97,854	109,456	118,230
16	-	-	109,456	122,427
17	-	-	109,456	122,427
18	-	-	113,322	126,779
19	-	-	-	126,779
20	-	-	-	131,297
21	-	-	-	140,648

Salary Schedule Board Approved: June 8, 2022

*All figures subject to rounding.*



**Certificated - Psychologist, Nurse, & Mariage and Family Therapist**  
**Annual Salary Schedule**

Effective July 1, 2022

Schedule ID: 503

Contract Days: 196 / 13% Factor

Payroll Cycle: 12 Months

Includes 5.00% Salary Increase  
 Col. 4 Calibration & Compression

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	71,265	74,287	77,457	80,749
2	73,742	76,872	80,164	83,576
3	76,310	79,556	82,966	86,502
4	78,973	82,343	85,879	89,540
5	81,731	85,223	88,888	92,680
6	81,731	88,210	92,010	95,944
7	81,731	91,308	95,248	99,321
8	84,593	94,514	98,598	102,823
9	84,593	97,843	102,080	106,453
10	84,593	97,843	105,673	110,212
11	87,556	97,843	109,410	114,111
12	-	101,285	113,285	118,148
13	-	101,285	113,285	122,340
14	-	101,285	113,285	126,684
15	-	104,851	117,283	126,684
16	-	-	117,283	131,181
17	-	-	117,283	131,181
18	-	-	121,425	135,844
19	-	-	-	135,844
20	-	-	-	140,685
21	-	-	-	150,705

Salary Schedule Board Approved: June 8, 2022

*All figures subject to rounding.*



## Certificated - Speech Therapist Annual Salary Schedule

Effective July 1, 2022

Schedule ID: 143

Contract Days: 192 / 13% Factor

Payroll Cycle: 11 Months

Includes 5.00% Salary Increase  
Col. 4 Calibration & Compression

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	69,811	72,771	75,876	79,101
2	72,237	75,303	78,528	81,870
3	74,753	77,932	81,273	84,736
4	77,361	80,662	84,127	87,713
5	80,063	83,484	87,074	90,789
6	80,063	86,410	90,132	93,986
7	80,063	89,445	93,305	97,294
8	82,867	92,586	96,586	100,725
9	82,867	95,846	99,996	104,280
10	82,867	95,846	103,517	107,963
11	85,770	95,846	107,177	111,782
12	-	99,218	110,973	115,737
13	-	99,218	110,973	119,843
14	-	99,218	110,973	124,099
15	-	102,711	114,889	124,099
16	-	-	114,889	128,504
17	-	-	114,889	128,504
18	-	-	118,947	133,072
19	-	-	-	133,072
20	-	-	-	137,814
21	-	-	-	147,629

Salary Schedule Board Approved: June 8, 2022

*All figures subject to rounding.*