

# **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, 2013 - JUNE 30, 2016**

**Collective Bargaining Agreement  
Banning Unified School District and  
Banning Teachers Association  
For 2013-2016**

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	MOU Dated 11/14/14
	MOU Dated 4/29/2015; expires 6/30/2016: 2 additional work days

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**ARTICLE I**

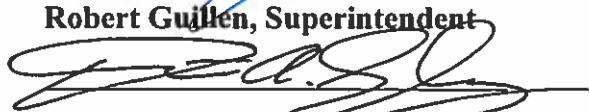
**AGREEMENT**

The Articles and provisions contained herein constitute a binding Agreement ("Agreement") by and between the Governing Board of the Banning Unified School District ("Board") and the Banning Teachers Association CTA/NEA ("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, 2013, until June 30, 2016.

FOR THE DISTRICT:



**Robert Guillen, Superintendent**



**David Sanchez, District Negotiator**

FOR THE ASSOCIATION:



**Anthony Garcia, BTA President**



**Dimitra Krick, BTA Chief Negotiator**

See Appendix G

## **ARTICLE II**

### **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, Speech 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.

### **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.

1 **ARTICLE III**

2  
3 **ASSOCIATION RIGHTS**

4  
5 Authorized representatives of the Association shall have the right to transact official  
6 Association business on school property in accordance with District Facilities Use Policies  
7 and only when it does not interfere with the school program or duties of the Bargaining Unit  
8 Members.

9  
10 The Association shall have the right to use District facilities and related equipment in  
11 accordance with District Facilities Use Policies for Association meetings outside established  
12 work hours. The Association shall have the right to use District facilities in accordance with  
13 District Facilities Use Policies during work hours when: (a) Association authorized  
14 representative secures advance permission for the site administrator for such use within  
15 established work hours (such permission shall not be unreasonably withheld); (b) Association  
16 meetings do not interfere with the school program or duties of bargaining unit members; (c)  
17 Association meetings do not interfere with the rights of bargaining unit members to refrain  
18 from listening to or speaking with Association representatives. The association shall have the  
19 right to the reasonable use of the District internal mail services and mail boxes so long as  
20 such use does not violate the U.S. postal service monopoly. The Association shall have the  
21 sole right to post and remove notices of activities and matters of Association concern on  
22 Association bulletin boards, one of which shall be provided by the District at each school site  
23 in an area frequented by Bargaining Unit Members.

24  
25 Upon request, at least ten (10) calendar days prior, the District shall place on the agenda for  
26 any regular Board meeting an item for BTA public communication, so long as such agenda  
27 item does not violate the privacy interests of individuals and conforms with the Brown Act

and the EERA. The Association shall have the right to address unit members at appropriate times before or after faculty meetings.

Names and work locations of all Members of the Bargaining Unit shall be provided by the District to the Association upon request in a timely manner. The District shall furnish the Association corrections to the same list including the above specified information.

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 B.T.A. 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. The Association President and its representative shall have a maximum of twenty-four (24) school days of leave during the year to utilize for local, state, or national conferences or conducting other business pertinent to Association affairs, including contract maintenance and grievance processing, provided one (1) day's notice be given to the Superintendent prior to said leaves(s). No other Association member shall use more than ten (10) days during any contract year. These representatives shall be excused upon one (1) day's advance notification

to the Superintendent by the Association President. Substitute costs of above leave shall be timely reimbursed to the employer by the Association.

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.

1 **ARTICLE IV**

2  
3 **FAIR SHARE**

4  
5 The District and the Exclusive Representative, Banning Teachers Association, agrees that  
6 employment of a certificated employee with the Banning Unified School District, as a  
7 condition of continuing employment with Banning Unified School District, require  
8 membership in the Association or the payment of a service fee.  
9

10 The District and the Association agree that failure to meet the provisions of this article shall  
11 constitute just and reasonable cause for discharge from employment, and that the District  
12 shall proceed with termination action of said employee.  
13

14 Any new employee, employed after September 1, 1981, who does not wish to join the  
15 Association, must pay to the Association Treasurer the amount equivalent to the unified  
16 Association membership dues. The BTA portion for the service fee shall be deposited in the  
17 Banning Retired Teachers Association Scholarship Fund and be used for awarding student  
18 scholarships.  
19

20 Any employee claiming an exemption to the Fair Share service fee for religious reasons shall  
21 notify the Association, in writing, ten (10) days after commencement of employment. Said  
22 employee will pay to the Association an equivalent amount to be donated on behalf of the  
23 employee and the Association, to one of the following charities: American Heart Association,  
24 American Cancer Society, or Muscular Dystrophy Fund.  
25  
26

27 Each new employee shall notify the Association, in writing, within thirty (30) days after the  
28 first day of employment whether or not he/she intends to join the Association. The service

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fee or religious exemption fee shall be paid to the Association Treasurer within sixty (60) days after the first day of employment.

Only employees who were not members of the Association prior to the effective date of this contract can be exempted from paying Association dues or service fee. Should an employee who is not a member choose to be represented by the Association, as a principal, in any legal matter, he/she then shall pay the Association for those services provided by the Association.

### **FAIR SHARE, HOLD HARMLESS CLAUSE**

BTA agrees to defend and hold the District harmless in any and all Public Employment Relations Board, legal actions and terminations arising from enforcement of the Fair Share Fee.

BTA agrees to provide the District legal representation and bear all of the costs, fees, and expenses in any proceedings, administrative or legal, to terminate or otherwise discipline any employee for failure or refusal to pay all or any part of the service fee required by this Article. BTA further agrees that litigation costs will be borne by the Association if legal action is filed as a result of this Article.

BTA shall have the exclusive right to decide and determine whether any such action shall or shall not be compromised, resisted, defended, tried, or appealed.

1 **ARTICLE V**

2  
3 **NEGOTIATIONS PROCEDURE**

4  
5 The parties shall meet and negotiate in good faith on negotiable items of a successor  
6 Agreement according to the following schedule: Each of the below enumerated events shall  
7 take place during the calendar year in which this Agreement expires:

8  
9 By the first regularly scheduled Board meeting in February the Association shall  
10 submit its proposal for a successor Agreement;

11  
12 Any Agreement reached between parties shall be reduced in writing and signed by both  
13 parties.

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## **ARTICLE VI**

### **MAINTENANCE OF STANDARDS**

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

## **ARTICLE VII**

### **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.

1

## **ARTICLE VIII**

2

3

### **STATUTORY CHANGES**

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

1 **ARTICLE IX**

2  
3 **MEMBER SAFETY**

4  
5 **STUDENT DISCIPLINE, CONFIDENTIAL MATERIAL AND**  
6 **CORPORAL PUNISHMENT**  
7

8 The District shall provide access to non-confidential information on the students' background  
9 to Bargaining Unit Members and shall provide access to student records to Bargaining Unit  
10 Members with legitimate professional interest. Such access shall be in compliance with  
11 District Policies.  
12

13 The District shall promptly make available to all Bargaining Unit Members any written  
14 records that the District maintains or receives from law enforcement agencies regarding a  
15 student who has caused, or who has attempted to cause, serious bodily injury or injury to  
16 another person, as defined in paragraphs (5) and (6) of subdivision (E) of the Penal Code as  
17 mandated by Education Code 49079.  
18

19 Bargaining Unit Members shall not inflict corporal punishment on students. Pursuant to  
20 Section 49001 of the California Education Code. "Corporal Punishment" means willful  
21 infliction of, or willfully causing the infliction of physical pain on a pupil. An amount of  
22 force that is reasonable and necessary for a person employed by or engaged in a public  
23 school to quell a disturbance, threatening physical injury to persons or damage of property,  
24 for the purpose of self-defense, or to obtain possession of weapons or other dangerous  
25 objects within the control of the pupil, is not and shall not be construed to be corporal  
26 punishment within the meaning and intent of this section.  
27

28 As provided in Education Code 44807 and to the extent permitted by law, every teacher in  
29 the public schools shall hold pupils to a strict account for their conduct on the way to and

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30 from school, on the playgrounds, or during recess. Further to the extent permitted by law, a  
31 Bargaining Unit Member shall not be subject to criminal prosecution or criminal penalties for  
32 the exercise, during the performance of his duties, of the same degree of physical control  
33 over a pupil that a parent would be legally privileged to exercise but which in no event shall  
34 exceed the amount of physical control reasonably necessary to maintain order protect  
35 property, or protect the health and safety of pupils, or to maintain proper and appropriate  
36 conditions conducive to learning. The provisions of this section are in addition to and do not  
37 supersede the provisions of Ed. Code Section 49000. The District will take no disciplinary  
38 action against a Bargaining Unit Member who acts in compliance with state laws relating to  
39 corporal punishment and use of physical force.

40  
41 In accordance with Education Code 48910: A teacher may suspend any pupil from the  
42 teacher's class, for any of the acts enumerated in Section 48900, for the day of the suspension  
43 and the day following. The teacher shall immediately report the suspension to the principal of  
44 the school and send the pupil to the principal or the principal's designee. If that action  
45 requires the continued presence of the pupil at the school site, the pupil shall be under  
46 appropriate supervision, as defined in policies and related regulations adopted by the  
47 Governing Board of the school district. As soon as possible, the teacher shall ask the parent  
48 or guardian of the pupil to attend a parent teacher conference regarding the suspension.  
49 Whenever practicable, a school counselor or a school psychologist shall attend the  
50 conference. A school administrator shall attend the conference if the teacher or the parent or  
51 guardian so requests. The pupil shall not be returned to the class from which he or she was  
52 suspended, during the period of the suspension, without the concurrence of the teacher of the  
53 class and the principal.

54  
55 A pupil suspended from a class shall not be placed in another regular class during the period  
56 of suspension. However, if the pupil is assigned to more than one class per day, this  
57 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 Section 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 Section 48211, the District may exclude children of filthy or vicious habits, or children suffering from contagious or infectious diseases. A student so excluded shall not return to the classroom until such time as the District determines that the condition which prompted exclusion no longer exists. 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.

## **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.

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## 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 to prevent harm to students and Bargaining Unit Members.

## GENERAL SAFETY CONDITIONS

If a Bargaining Unit Member reports to the site administrator or designee an alleged health or safety hazard that Bargaining Unit Member shall be informed as to the status of the matter within ten (10) duty days. 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 all 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, within a reasonable time, submit a written report on a form supplied by the District to the site administrator.

## **SAFETY INSPECTION REPORTS**

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

## **TUBERCULOSIS EXAM**

Bargaining Unit Members shall be required to provide evidence of examination of tuberculosis every four (4) years, or more frequently, as provided in Education Code 49406. The District shall provide a one month notice, in writing, to Bargaining Unit Members who require an examination. However, the District shall not be held accountable for inadvertent mailing mistakes.

## **ENVIRONMENTAL CONDITIONS**

The District shall make reasonable efforts to provide for remediation or relocation, if possible, when a combination of weather and heating, ventilation or air conditioning failure has made indoor environmental conditions below 60° or above 90° in the Bargaining Unit Members workstation. In addition, the District will instruct all Bargaining Unit Members to comply with Air Quality Management District (AQMD) regulation's requiring reduced activity when warranted by high pollution levels.

## **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.

146 Violation of article will result in deduction of leave credit and other disciplinary action  
147 deemed appropriate.

1 **ARTICLE X**

2  
3 **GRIEVANCE PROCEDURE**

4  
5 **DEFINITIONS**

6  
7 A grievance is an allegation by one or more unit members or the Association that there has  
8 been a violation, misinterpretation or misapplication of the specific provisions of this  
9 Agreement. A grievant is a member, or members, of the Bargaining Unit or the Association,  
10 alleging a violation, misinterpretation or misapplication of a specific provision of this  
11 Agreement. A day is defined as a day when the schools in the District are in session,  
12 excluding summer school.  
13

14 **INFORMAL RESOLUTION**

15  
16 Before filing a formal grievance, the grievant will attempt to resolve the grievance by means  
17 of an informal conference with the immediate supervisor or the appropriate administrator.  
18

19 **FORMAL RESOLUTION, LEVEL ONE**

20  
21 Within twenty (20) days after the occurrence of the act or omission giving rise to the  
22 grievance, or within twenty (20) days of the time the grievant could reasonably have known  
23 of the act or omission, the grievant must file a formal written grievance.  
24

25 The written statement of grievance shall include the general and specific grounds of the  
26 grievance, the date or dates the alleged act or omission occurred, the specific provisions of  
27 the Agreement alleged to have been violated, misinterpreted, or misapplied, and any other  
28 pertinent information which might assist the District in determining the proper resolution of  
29 the grievance. It shall also include a statement of the specific action which the 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.

## **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.

## **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.

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

63  
64 The fees and expense of the arbitrator in the hearing shall be borne equally by the District  
65 and the Association. All other expenses shall be borne by the party incurring them.

66  
67 The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or  
68 issues submitted. If the parties cannot agree upon a submission agreement, the arbitrator shall  
69 determine the issues by referring to the written grievance and the answers thereto at each  
70 step.

71  
72 The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of  
73 the terms of this Agreement, but shall determine only whether or not there has been a  
74 violation, misinterpretation, or misapplication of this Agreement in the respect alleged in the  
75 grievance. The decision of the arbitrator shall be based upon the evidence and arguments  
76 presented to him/ her by the respective parties and upon generally accepted rules of contract  
77 construction and interpretation.

78  
79 The function and purpose of the arbitrator is to determine disputed interpretation of terms  
80 actually found in the Agreement, or to determine disputed facts upon which the application  
81 of the Agreement depends. The arbitrator shall, therefore, not have authority, nor shall he/  
82 she consider it his/ her function to decide any issue not submitted or to so interpret or apply  
83 the Agreement as to change what can clearly be said to have been the intent of the parties as  
84 determined by generally accepted rules of contract construction. Past practice of the parties in  
85 interpreting or applying terms of the Agreement may be utilized by the arbitrator in  
86 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 term 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.

## MISCELLANEOUS PROVISIONS

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

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 or 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 XI

## TRANSFER POLICIES

### VOLUNTARY TRANSFERS

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 moved due to a transfer, reassignment or facility need, shall be given two (2) days compensation time or paid fourteen (14) hours at the hourly rate.

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 ten (10) days of the posting of the notice of vacancy. Postings will be faxed to sites, emailed to Bargaining Unit Members and publicly posted within ten (10) 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 fifteen (15) 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.

## **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 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 made during the year shall not result in the loss of compensation, seniority, or any fringe benefit for the remainder of the year. If an involuntary transfer occurs during the school year, it shall be only for the remainder of the year or until a replacement is secured. Transferred Bargaining Unit Member shall have prior rights to the previous position if still existing.

## ARTICLE XII

### CLASS SIZE

For Grades TK-3 inclusive, the district shall make progress toward maintain an average class enrollment at each site of not more than 24 pupils per class by school year 2020/21 or fully funding of "Grade Span Adjustment" also known as "Class Size Reduction."

In grades 4-5, the District will maintain an average class size of more than 33.

In Grades 6-12, the District will maintain an enrollment of no more than 33 students per class period, or the equivalent daily enrollment of 165 students per teacher. The intent of this agreement is to maintain a class size of 33:1.

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) student 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. Should the class sizes in grades TK-5 exceed the indicated class size by one (1), the District will initiate the hiring of additional staff members to alleviate the problem.

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, Typing, Art, Business, and Industrial Education.

## **CLASS SIZE AND CHAPTER I TEACHERS**

28

29

30 All counts for class size will be calculated in the absence of any Chapter I teachers that are used  
31 to reduce class size to improve the educational effect of students. Class size will be counted as if  
32 these Chapter I students did not exist.

1 **ARTICLE XIII**

2  
3 **HOURS OF EMPLOYMENT AND ADJUNCT DUTIES**  
4 **ELEMENTARY HOURS**

5  
6 The normal workday at each school site shall be thirty (30) minutes before until thirty (30)  
7 minutes after the regular hours that the students are required to be present. Every elementary  
8 Bargaining Unit Member shall be entitled to not less than one (1) thirty (30) minute duty free  
9 lunch period per day. The only days when the normal workday for Bargaining Unit Members  
10 will be shortened are prior to Winter, Spring, and Summer Break and days so specified in the  
11 approved calendar listed in Appendix E.

12  
13 Bargaining Unit Members serving at the district level (e.g. nurses and itinerant teachers) shall  
14 comply with daily working hours, not to exceed that of the daily working hours required of  
15 Bargaining Unit Members at the school sites. Bargaining Unit Members who travel from one  
16 school to another on a regular basis shall have the same rights to a planning period, lunch  
17 period, and physical relief break as do other Bargaining Unit Members.

18  
19 **ELEMENTARY AND INTERMEDIATE PROFESSIONAL**  
20 **ACTIVITIES**

21  
22 The Principal or designee may schedule no more than five (5) hours of professional (i.e.  
23 workshops, faculty meetings, in-service, etc.) activities during any school month in excess of  
24 the normal workday. Back to School Night and Open House shall be included in the above  
25 limitations. The length of Back to School and Open House events shall not exceed two (2)  
26 hours.

27  
Revised 11/12/98  
Revised 11/28/00  
Revised 3/2/04  
Revised 3/14/05  
Revised 2/13/09

## **ELEMENTARY AND INTERMEDIATE PARENT CONFERENCE DAYS**

In addition to progress reports, parent conferences for all students in elementary and intermediate grades shall be available during the time specified on the annual calendar listed in Appendix E. Parent Conference days shall be distributed as follows: Five (5) consecutive parent conference days will be held following the end of the first quarter of the school year, three (3) consecutive parent conference days following the end of the second quarter, and two (2) consecutive parent conference days following the end of the third quarter. Each parent shall be provided the opportunity, via written notification to the parents, to schedule an appointment for a parent conference.

## **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.

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. When there are fewer than four (4) work days prior to the first day of student attendance, this preparation time will be limited to one full uninterrupted day.

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## INTERMEDIATE PLANNING TIME

Using early release days specified on the annual calendar listed in Appendix E, the District shall provide intermediate Bargaining Unit Members with not less than forty-four (44) minutes of planning time per day, averaged across a full 5-day work week, totaling not less than two hundred twenty (220) minutes planning time in any work week of five (5) full days. Planning time referred to in this contract may be used as planning, conference, and/or preparation for classes. The early release schedule may be used to create flexibility in meeting the requirements for planning time, while also providing opportunities for collaboration and staff development.

At the beginning of the school year, the District shall provide all intermediate 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. When there are fewer than four (4) work days prior to the first day of student attendance, this preparation time will be limited to one full uninterrupted day.

## SECONDARY HOURS

The normal workday at each secondary school site shall be thirty (30) minutes before until thirty (30) minutes after the regular hours that the students are required to be present, except continuation high school. 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 continuation high school shall be identical to the workday at the high school. The only days when normal workday for secondary

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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.

## SECONDARY PLANNING TIME

All secondary Bargaining Unit Members, grades 7-12, 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 uninterrupted work day for self-directed on-site preparation time to be scheduled in consultation with site Bargaining Unit Members.

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## **SECONDARY PROFESSIONAL ACTIVITIES**

Principals or designees may schedule no more than five hours of professional (i.e., workshops, faculty meetings, in-service, etc.) activities during any school month in excess of the normal workday. Back to School Night and Open House shall be included in the above limitations. The length of Back to School and Open House events shall not exceed two (2) hours.

## **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 paid \$5.00 per extra student per day. Kindergarten teachers covering another section for an absent teacher will be paid the hourly rate. Special Education Bargaining Unit Members shall be assigned substitute duties on the same basis as, and no more than, other Bargaining Unit Members.

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## **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.

## **ASSIGNMENT TO TEACH ON PLANNING/PREPARATION 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.

## **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-

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166 half (1/2) the fringe benefits of full-time Bargaining Unit Members.) The Bargaining Unit  
167 Member may provide the difference in cost to equal full coverage provided a full-time  
168 Bargaining Unit Member. Such arrangements as are amicable to the District and the  
169 Bargaining Unit Member may be made in which case hours of employment and salary shall  
170 be proportional to the full-time equivalent of the individual arrangement.

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## ARTICLE XIV

### PEER ASSISTANCE PROGRAM

The Banning Unified School District ("District") and the Banning 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 seven (7,) members. Four (4) members shall be certificated classroom teachers selected by the Association. The District shall select three (3) administrators to serve as members.
- B. The members of the Joint Committee shall select a chairperson on an annual basis. The position shall alternate between a teacher member and an administrative member.
- C. The Joint Committee shall make all decisions through consensus. In the absence of consensus, decisions shall be made by majority vote. Five (5) of the seven (7) members shall constitute a quorum for purposes of meeting and conducting business.
- D. 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. Members shall receive a stipend of one thousand dollars (\$1,000.00). PAR Consulting Teachers should be compensated for the time that they do their

consulting with the PAR assigned teachers(s), meeting with the site administrator, and report out to the PAR committee at their individual hourly rate of pay.

Documentation of time shall be submitted to the District by the chair.

E. The Joint Committee shall be responsible for the following:

1. The Joint Committee shall establish its own internal operating procedures (including the right for the Participating Teacher to address the Joint Committee) and recommend a budget for implementation of this article. The procedures shall be consistent with the Collective Bargaining Agreement, this memorandum of understanding, and the pertinent law. In the case of inconsistency, the Collective Bargaining Agreement, or the pertinent law shall prevail. The budget developed by the Joint Committee shall be funded according to the provisions of the law governing the program. The budgeting priorities of the Joint Committee shall be as follows:

- a. Permanent status teachers with unsatisfactory evaluations.
- b. The Marian Bergeson Beginning Teacher Support and Assessment System as set forth in Article 4.5 of Chapter 2 of the Education Code.
- c. Any of the following as allowed by Education Code and determined by the Joint Committee
  1. The California Pre-Internship Teaching Program as set forth in Article 5.6 of Chapter 2 of the Education Code.
  2. A District intern program as set forth in Article 7.5 of Chapter 2 of the Education Code.
  3. Professional development or other educational activities previously provided pursuant to Article 4 of Chapter 3 of the Education Code.
  4. Any program that supports the training and development of new teachers.

- 56                                5. Any other purpose which is specifically authorized by law.
- 57                                2. Distributing annually, to unit members and administrators, the operating
- 58                                procedures.
- 59                                3. Providing annual training for members of the Joint Committee.
- 60                                4. Providing annual training for Consulting Teachers.
- 61                                5. Establishing a procedure for the selection of Consulting Teachers. This
- 62                                procedure shall include the application process and the term of service.
- 63                                Additionally, the Joint Committee shall establish a procedure for the removal
- 64                                of a Consulting Teacher.
- 65                                6. Determining the number of Consulting Teachers for any school year, based
- 66                                upon the participation in the Peer Assistance Program, and other relevant
- 67                                considerations.
- 68                                7. Determining the caseload to be assigned to Consulting Teachers and
- 69                                determining the need for release time for Consulting teachers, if necessary.
- 70                                8. Providing written notice of participation in the Peer Assistance Program to the
- 71                                Referred Teacher, the Consulting Teacher, and the evaluator.
- 72                                9. Matching Consulting Teachers with Participating Teachers, after taking input
- 73                                from the Participating Teacher.
- 74                                10. Evaluating the effectiveness of Consulting Teachers.
- 75                                11. Reviewing the report prepared by the Consulting Teacher and making
- 76                                recommendations to the Board of Education regarding the Referred
- 77                                Participating Teacher's progress in the Peer Assistance Program.
- 78                                12. Evaluating annually the impact of the Peer Assistance Program in order to
- 79                                improve the program.
- 80
- 81
- 82

## **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 an unsatisfactory evaluation.
- 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 Program. They shall possess a minimum of the following qualifications.
  - 1. Be a credentialed classroom teacher with permanent status.
  - 2. Have a minimum of three years 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 contexts.

**B. Responsibilities of Consulting Teachers.**

The Consulting Teacher shall provide assistance to the Referred Participating Teacher in improving instructional performance. This assistance may include, but not be 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 a written record. A final report shall be submitted as per statute.
7. Participate in the planning and implementation of District in-service programs designed to improve instructional quality.

**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.**



- 137 D. Consulting Teachers will be selected according to the procedures that have been  
138 established by the Joint Committee, which shall include classroom observation.  
139  
140 E. Consulting Teachers shall be released from regular duties without loss of pay or  
141 benefits when it is necessary to carry out their responsibilities during the regular  
142 workday.  
143  
144 F. Consulting Teachers-will be paid at the Hourly rate. Their duties, other than  
145 working with Participating Teachers, could include work in any area authorized  
146 by the enabling legislation. Compensation for the extra time shall be at the hourly  
147 rate of pay. Documentation for the time served shall be submitted to the chair of  
148 the Joint Committee.  
149  
150 G. The caseload for Consulting Teachers shall be determined by the Joint Committee  
151 on a case by case basis.  
152  
153 H. If a permanent BUSD teacher does not apply, or a permanent teacher applies who  
154 does not meet or possess the requisite expertise, then the Joint Committee would  
155 have the flexibility to hire a teacher from outside the District who has a  
156 professional clear credential or had one at the time of their retirement.

157  
158 **4. Referred Participating Teacher**  
159

- 160 A. For Referred Participating Teachers, the process for Peer Assistance will be as  
161 follows:  
162 1. The Referred Participating Teacher, the Consulting Teacher, and the  
163 evaluating administrator are expected to develop an ongoing cooperative  
164 relationship.

- 165 2. The Referred Participating Teacher with an unsatisfactory evaluation shall be  
166 identified to the Joint Committee by the evaluator. The evaluator shall also  
167 provide specific written recommendations for improvement.
- 168 3. The evaluator and the assigned Consulting Teacher shall meet with the  
169 Referred Participating Teacher to discuss the recommended areas of  
170 improvement and the types of assistance to be provided. The group shall then  
171 meet upon the request of any of the parties.
- 172 4. The Consulting Teacher will review the recommended areas of improvement,  
173 provide assistance in those areas, do multiple observations of the Referred  
174 Participating Teacher, and make available the report of the Referred  
175 Participating Teacher's participation for placement in the personnel file. The  
176 assistance provided should address the areas for improvement noted by the  
177 evaluator and should take into consideration state and local standards, as well  
178 as the California Standards for the Teaching Profession.
- 179 5. The Joint Committee will review the reports made by the Consulting Teacher  
180 and make available the reports of the Referred Participating Teacher's  
181 progress in the program as part of the evaluation process. The Joint  
182 Committee shall make recommendations to the governing board regarding the  
183 Referred Participating Teachers, including forwarding of names of individuals  
184 who are unable to demonstrate satisfactory improvement.
- 185 6. The evaluator shall be solely responsible for evaluation and making the initial  
186 recommendations for improvement pursuant to the evaluation. The Consulting  
187 Teacher shall assist the Referred Participating Teacher in improving in the  
188 areas identified by the evaluator.
- 189 7. Before April 1 annually, the Consulting Teacher shall prepare a written report  
190 summarizing the Referred Teacher's participation in the program, consisting  
191 solely of: (1) A description of the assistance provided to the Referred Teacher,

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Revised 11/3/15

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. On receipt of the report, the Joint Committee shall determine whether the Referred Participating Teacher will benefit from continued participation in the program.
10. 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, or the teacher is separated from the district. The district shall have the sole authority to determine whether the Referred Teacher has been able to demonstrate satisfactory improvement.
11. 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.
12. The Joint Committee will make an annual report to the governing board and the Association regarding the program's impact and improvements to be made.
13. 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.

219           **5. Voluntary Participating Teachers**

220  
221           A. For Voluntary Participating Teachers, the program shall operate as follows:

- 222           1. The Voluntary Participating Teacher may apply to the Joint Committee to  
223           have a Consulting Teacher assigned in order to improve current skills,  
224           methodologies, or strategies. The Volunteer Participating Teacher may request  
225           a specific Consulting Teacher.
- 226           2. Upon assignment, the Consulting Teacher shall meet with the Voluntary  
227           Participating Teacher to develop a plan for voluntary assistance. This plan will  
228           not be shared with any administrator without written permission of the  
229           Voluntary Participating Teacher.
- 230           3. The results of the individual voluntary participation shall not be forwarded to  
231           the Joint Committee or the governing board, nor shall it be used for evaluative  
232           purposes. Participation on a voluntary basis may be terminated at any time by  
233           the Voluntary Participating Teacher.
- 234           4. Participation as a Voluntary Participating Teacher shall not be in lieu of the  
235           regular evaluation of the teacher pursuant to Article XX of the Collective  
236           Bargaining Agreement.
- 237           5. Probationary teachers, interns, and teachers on emergency permits may  
238           participate with a Consulting Teacher as a resource only if approved by the  
239           Joint Committee. This shall not replace the regular evaluation process nor  
240           shall the Consulting Teacher provide administration or the Joint Committee  
241           with a written or oral report.
- 242           6. Budgeted resources of the program shall first be allocated to Referred  
243           Participating Teachers required to participate. Voluntary Participating  
244           Teachers shall be served only if budgeted funds of the program are available.
- 245

246 **6. Records**

247  
248 A. All documents and information relating to participation in this program shall be  
249 considered personnel matters subject to the personnel record exemption of the  
250 California Public Records Act. The annual evaluation of the program's impact,  
251 excluding information on the identifiable individuals, is subject to disclosure  
252 under the Public Records Act.

253  
254 B. All portions of the selection process of Consulting Teachers shall be treated as  
255 confidential and will not be disclosed except as may be required by law.

256 1. All documents for the Peer Assistance Program will be filed by the Personnel  
257 Office separately for individual personnel records except as specified herein.  
258

259 **7. Status and Liability Protection of Unit Members**

260  
261 A. Functions performed by teachers under this article shall not constitute either  
262 management or supervisory functions as defined in the Educational Employment  
263 Relations Act (EERA).  
264

265 B. Certificated employees who perform functions as Consulting Teachers or  
266 members of the Joint Committee shall have the same protection from liability and  
267 access to appropriate defenses afforded to other public school employees under  
268 the provisions of the California Government Code.  
269  
270  
271  
272  
273

274 **8. Term**

275  
276 A. The provisions of this Memorandum of Understanding shall be in effect from July  
277 1, 1999 through June 30, 2002, subject to continued funding by the State of  
278 California. The provisions of this Memorandum shall be subject to bargaining  
279 during the term of the Memorandum at the request of either party. Should the  
280 program still be in existence and funds provided by the State of California, the  
281 expiration date shall be extended to a date agreed upon by the parties.

282  
283 B. Any claim of violation, misapplication, or misinterpretation of a specific  
284 provision of this Memorandum of Understanding shall be subject to the grievance  
285 procedure in the Collective Bargaining Agreement in effect between the parties.  
286 One additional provision shall be that the subject grievance be submitted to the  
287 bargaining teams for potential resolution prior to moving to the Superintendent  
288 level, with appropriate adjustment of timelines.

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**ARTICLE XV**

**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.

1 **ARTICLE XVI**

2  
3 **LEAVE POLICIES**

4  
5  
6 **SICK LEAVE**

7  
8 Every Bargaining Unit Member shall be entitled to ten (10) days per year of paid sick leave  
9 for each year of employment. The District may require a physician's verification of illness if  
10 a Bargaining Unit Member has been on sick leave for five (5) or more consecutive days. The  
11 District shall provide each Bargaining Unit Member with a written statement of:

- 12  
13 1. His total accrued sick leave and his sick leave entitlement for the school year.  
14 2. Such statement shall be provided no later than October 1, of each school year.  
15

16 **PERSONAL NECESSITY LEAVE**

17  
18 Every Bargaining Unit Member shall be entitled to use seven (7) days of his paid sick leave  
19 allotment during each school year in case of personal necessity. Unit Members shall submit  
20 notification for personal necessity leave to their immediate supervisor at least one (1) day  
21 prior to the beginning date of the leave, except where extenuating circumstances make this  
22 impossible. Such leave may be used at the discretion of the Unit Member who shall not be  
23 required to explain the reason.

24 **PERSONAL LEAVE**

25  
26 A Bargaining Unit Member may take up to five (5) days leave for personal reasons with only  
27 the substitute to be deducted from Bargaining Unit Member's salary, and will require two (2)  
28 days notice to Superintendent or designee.  
29  
30

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Revised 3/14/05



31 **MISCELLANEOUS**

32  
33 A Bargaining Unit Member on approved unpaid leave of absence for less than 75% of the  
34 school year shall be entitled to return to the same position held immediately before  
35 commencement of the leave.

36  
37 **BEREAVEMENT LEAVE**

38  
39 A Bargaining Unit Member shall be granted a leave of absence of five (5) days on account of  
40 death of any member of his/her immediate family and shall receive full pay by the District,  
41 provided this leave is taken within a ten (10) day period immediately succeeding the death.  
42 Members of the immediate family covered under this leave as stated in Ed. Code §44985.

43 **JUDICIAL-GOVERNMENT LEAVE**

44  
45 A Bargaining Unit Member shall be granted leave to appear in court as a witness when  
46 subpoenaed, other than as a litigant, to serve on a jury, or respond to an official order from  
47 another governmental jurisdiction for reasons not brought about through misconduct of the  
48 Bargaining Unit Member. A Bargaining Unit Member shall receive his regular pay, less any  
49 amount he receives for jury or witness fees, or turn over jury fees with the exception of  
50 mileage reimbursement, to District and receive regular pay.

51  
52 Application for this leave shall be in writing and approved by the Superintendent or designee  
53 prior to the actual day(s) of absence. In the event of an emergency where advance notice  
54 cannot be obtained, the Bargaining Unit Member may be required by the Superintendent to  
55 complete a signed affidavit presenting written documentation of fact.

56  
57  
58  
59  
60 **MILITARY LEAVE**

## **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.

## **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.

## **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

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Revised 3/14/05

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.

## 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.

1 **ARTICLE XVII**

2  
3 **ATTENDANCE INCENTIVE**

4  
5 At the end of every school calendar year, each Bargaining Unit Member will receive \$55.00  
6 per day for 7-10 days of unused sick leave from the current yearly allotment of ten (10). For  
7 purposes of calculating the Attendance Incentive, use of personal leave (Article XVI) will be  
8 deducted from the unused current yearly allotment of sick leave. Bargaining Unit Members  
9 would retain the accumulated sick days even after receiving the incentive payments.

## **ARTICLE XVIII**

### **EARLY RETIREMENT INCENTIVE**

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

Unit members must have full-time service in the District, (including last ten (10) immediately preceding retirement) in position requiring certification in the District. 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.

#### **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.

#### **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.

#### **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.

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

### 33 **Request for Consultant Services**

34  
35 The District may request ten days per year for consultant services in assignments related to prior  
36 service. Service as a substitute teacher is specifically excluded from consultant services. Retirees  
37 unable to accede to the District's request for service as a consultant will not be excluded from  
38 continued participation in the Early Retirement Program.

## ARTICLE XIX

### HEALTH AND WELFARE BENEFITS

The District will join the Regional Employer/Employee Partnership for Benefits ("REEP"), effective July 1, 1997. 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 nine thousand nine hundred forty-four dollars (\$9,944) per year for each eligible employee. One

Ratified 5/22/97  
Revised 6/17/98  
Revised 6/16/99  
Revised 1/12/04  
Revised 3/14/05  
Revised 5/28/08  
Revised 5/11/09  
Revised 11/3/15

25 thousand five hundred dollars (\$1,500.00) will be paid to each eligible employee who has  
26 comparable health benefit coverage through a spouse and elects to waive coverage. The savings  
27 from this waiver of benefit program shall be used to offset health benefit cost increases that  
28 occur during the year for which the waivers apply. The savings from said program shall not  
29 accumulate from year to year. It is the clear intention of the District and the Association that all  
30 of the savings generated by the waiver of benefit program shall be applied against health benefit  
31 increases during the year for which the waivers apply before any payroll deduction for premium  
32 costs is implemented. Any such payroll deduction for premium costs shall be calculated based  
33 upon the composite rate for the plan selected by the unit member.

34  
35  
36 Any equity distributions/rebates from REEP shall be placed into a separate fund, hereafter  
37 referred to as the Benefits Cost Offset Fund, Fund No. 110, to be used to offset benefit cost  
38 increases. Written concurrence of the Association President, CSEA President, and District  
39 Superintendent are required to remove/distribute any monies from the Benefits Cost Offset Fund  
40 except for the distribution authorized below.

41  
42 Each participating entity's (e.g., District, CSEA, BTA) proportionate share of any such  
43 distribution, as determined by the ratio of employee lives to overall District participating  
44 employee lives for the distribution year, shall be segregated within the separate Benefits Cost  
45 Offset Fund. However, should said segregated fund exceed 50% of District premium  
46 contributions for Bargaining Unit Members in a given fiscal year, the proportional share of the  
47 excess shall be distributed equally in the following year to all then employed Bargaining Unit  
48 Members (such distribution shall be accomplished as soon as practicable).

Ratified 5/22/97  
Revised 6/17/98  
Revised 6/16/99  
Revised 1/12/04  
Revised 3/14/05  
Revised 5/28/08  
Revised 5/11/09  
Revised 11/3/15



49

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

55

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

62

63

## **MEDICARE**

64

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

Ratified 5/22/97  
Revised 6/17/98  
Revised 6/16/99  
Revised 1/12/04  
Revised 3/14/05  
Revised 5/28/08  
Revised 5/11/09  
Revised 11/3/15

## ARTICLE XX

### EVALUATION PROCEDURE

A joint committee, consisting of equal numbers of teachers and administrators, has designed the procedures to be used as the new evaluation document.

#### I. 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.

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

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**

There shall be at least two (2) 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.

## **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 two (2) formal observations per cycle, unlimited informal observations may be included, and be encouraged. These informal data 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 at least sixty (60) days prior to the last teaching day. A summative evaluation conference shall be mutually scheduled between the teacher and the evaluator. Such conference may occur during the second observation conference. The teacher has the right to postpone the summative evaluation conference 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.

Revised 2/15/06

\*Evaluation Forms in Appendix D

## II. Professional Goals Plan

The purpose of the professional goals plan is to provide a road map 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.

## III. Due Process

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

- A. All parties have had extensive involvement and committee 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 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 summary 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, i.e. what is done in the evaluation process is fair, rational and reasonable. 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.

H. If subsequent remedial action eliminated the negative evaluation and/ or the identified deficiencies, the evaluation(s) citing such deficiencies shall be removed from the evaluatee's file after a period of two (2) years if there has been no recurrence of the problem.

I. The established grievance resolution procedure in this Agreement may be utilized for processing any disputes which arise over evaluation. In the event that a dispute arises and such dispute is resolved in favor of the evaluatee, no record of the disputed portion of the evaluation shall be kept by the District in any file, office, or place. Any such record(s) shall be delivered to the evaluatee for disposition.

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.

Revised 2/15/06  
\*Evaluation Forms in Appendix D

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180

**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.....At least one (1) formal observation

Second Semester.....At least one (1) formal observation

At least sixty (60) days prior to last  
Teaching day.....Completion of summative evaluation Form

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



1 **ARTICLE XXI**

2  
3 **SALARIES**

4  
5 The Certificated Salary Schedules are set forth in Appendix B.  
6

7 **HOURLY RATE**

8  
9 District agrees that the hourly rate will be \$32.00 effective 9/1/05. The hourly rate will increase  
10 thereafter by the same percentage increase that is applied to the Certificated Salary Schedule.  
11

12 **DEPARTMENT CHAIR POSITIONS**

13  
14 Department Chair and Instructional coordinator stipends are set forth in Appendix B  
15

16 **CLASS COVERAGE**

17  
18 On the first occurrence where a teacher is required to substitute during their preparation period,  
19 they shall be compensated at the agreed upon hourly rate of pay. Kindergarten teachers covering  
20 another section for an absent teacher will be paid the hourly rate. Elementary teachers will be  
21 paid \$5.00 per student per day when they absorb part of a class due to lack of a substitute for an  
22 absent teacher.  
23

24 **COMPENSATION FOR TEACHERS TEACHING ON A**  
25 **PREPARATION PERIOD**

26  
27 Bargaining Unit Members who have agreed to teach on their preparation periods on a daily basis  
28 will be paid on a pro-rated per diem basis for the additional assignment. The pro-ration will be  
29 according to the current number of class periods offered at the site and/or grade level. Those

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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.

## **COUNSELORS COMPENSATION**

Counselors shall receive pay based upon their placement on the proper step and column of the salary schedule multiplied by six percent (6%) responsibility factor plus per diem for ten (10) additional days.

## **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 194 eight hour days. The annual salary will be based on per diem multiplied by 194. In determining initial salary placement, one step will be allowed for each previous year's experience. A full year of "Speech 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.

## **PSYCHOLOGIST COMPENSATION**

Compensation for psychologists will be placement on the teachers' salary schedule, plus a 13% responsibility factor. A Psychologist working year will be 200 eight hour days. The annual salary will be based on per diem multiplied by 200.

## **SALARY SCHEDULE PROVISIONS**

No Bargaining Unit Member shall be reduced in salary as a result of application of schedule.

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Revised 3/14/05  
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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 three (3) years on the schedule. Records of all previous experience must be filed with the Superintendent's 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. Ten (10) of the Thirty (30) units required for Column Three (3) shall be graduate or upper division. Twenty (20) of the forty-five (45) semester units required for Column Four (4) shall be graduate or upper division units. The Bargaining Unit Member will be moved to the new class and advance to the correct step if verification occurs during the first quarter of the school year. If verification occurs during the last three quarters (3/4) of the school year, the Bargaining Unit Member will advance to the new class and remain at the current step until the beginning of the next school year.

The Board of Education will make revisions in this schedule to conform with the provisions of the State Education Code, court rulings, and legal opinions issued by the State Department of Education.

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Revised 6/16/99  
Revised 3/14/05  
Revised 5/28/08  
Revised 9/17/12  
Revised 11/3/15

87 The salary schedule applies to Bargaining Unit Members employed on a full-time basis. The  
88 salary of all other Bargaining Unit Members shall be determined by the Board of Education in  
89 appropriate relationship to the salary schedule.

90  
91 Each Bargaining Unit Member is required to file in the Superintendent's Office a copy of official  
92 transcripts of his college or university training. A Photostat copy of bachelor's or master's  
93 degrees will serve for work taken prior to receiving either of these degrees. A record of advanced  
94 work taken since receiving a degree should be shown by transcript from the college or work  
95 taken since receiving a degree should be shown by an official transcript from the college or  
96 university. Advancement on the salary schedule will be based upon the record filed.

97  
98 A full year of "teaching experience" is defined as having been in a "paid status" for no less than  
99 75% of the days a regular Bargaining Unit Member is required to be present on an annual basis.

100  
101 Advancement on this salary schedule is contingent on securing a full year "teaching experience"  
102 for each step advancement.

103  
104  
Revised 6/17/98  
Revised 6/16/99  
Revised 3/14/05  
Revised 5/28/08  
Revised 9/17/12  
Revised 11/3/15

# **ARTICLE XXII**

## **Teacher Discipline**

### **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.

### **2. PROGRESSIVE DISCIPLINE**

2.1 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 Ed. Code 44031.

#### **2.1.1 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.

#### **2.1.2 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.

32       2.1.3 Written Reprimand

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

37  
38       2.1.3 Suspension Without Pay

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

44  
45                               **3. NOTICE**

46  
47       Notice of suspension will be made in writing and served in person or by certified mail upon the  
48       unit member by the superintendent or designee. A copy will be concurrently provided to the  
49       Association president. The notice of suspension will contain:

50  
51       3.1     A statement of the specific acts or omissions upon which the action is based.

52  
53       3.2     A statement of the cause(s) for which action is recommended;

54  
55       3.3     Where applicable, the Education Code section, policy, rule regulation, or directive  
56       violated;

57  
58       3.4     Penalty proposed and effective date;

59  
60       3.5     Copies of the documentary evidence upon which the recommendation is based;

- 61           3.6     A statement of the unit member's right to challenge the proposed action by  
62                     requesting a hearing pursuant to the arbitration procedures of Article X of this  
63                     Agreement subject to 5.1 below.

64  
65                                 **4. ADMINISTRATIVE LEAVE**  
66

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

71  
72                                 **5. ARBITRATION**  
73

- 74           5.1     Only written reprimands and suspension without pay may be appealed to  
75                     arbitration under the grievance procedure in Article X of the Agreement  
76                     commencing with the section on Arbitration Level. If timely appealed, the penalty  
77                     will not be applied until the arbitrator's decision is rendered, except for just cause  
78                     necessitating the immediate removal of the unit member from the worksite. At  
79                     arbitration, the just cause for earlier discipline, may be determined by the  
80                     arbitrator.

- 81  
82           5.2     The Association must request arbitration by delivering written notice of appeal to  
83                     the superintendent within fifteen (15) working days after receipt of the notice of  
84                     suspension or written reprimand. If the Association does not demand arbitration  
85                     within the above timeline, the suspension without pay or letter of reprimand may  
86                     be imposed immediately by the superintendent or designee.

## **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.

## **7. EDUCATION CODE**

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



1 **ARTICLE XXIII**  
2  
3 **SUMMER SCHOOL**  
4  
5 **POSTING**  
6

7 On or about April 15 the District shall post job announcements for summer school positions on  
8 employee bulletin boards at each site.  
9

10 **STUDENT ENROLLMENT**  
11

12 Job openings as described in POSTING shall, in all cases, be contingent upon actual enrollment.  
13 Employment of employees for summer school positions shall be considered as tentative until  
14 such time as sufficient enrollment for the offering of classes is established.  
15

16 **SELECTION**  
17

18 (a) Employees qualified to apply for summer school positions shall be those who have completed  
19 the written application form, who have the appropriate credential/authorization to provide service  
20 in the subject/grade level for which they have applied, and who have no “unsatisfactory” or  
21 “needs to improve” in any of the 6 categories of their evaluation ratings within the last two (2)  
22 years.  
23

24 (b) The District shall paper-screen qualified employees by using pre-established criteria (such as  
25 a working knowledge and understanding of State Standards, appropriate credential/ certificate,  
26 experience in the content area or grade level, experience within the District).  
27

28 (c) The District shall afford the opportunity to the Association to appoint up to three (3) members  
29 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 but no later than June 10. Such assignments shall be subject to enrollment.

## **PAY**

Summer school pay shall be paid at the current approved hourly rate. Daily substitute teachers will be paid at the current Board approved substitute rate. Unit members who serve as day-to-day substitutes will be paid at the current board-approved substitute rate.

## **SCHEDULING**

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

## **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.

## **SICK LEAVE**

Summer School teachers will be entitled to one day, non-accumulative, paid sick leave.

**ARTICLE XXIV**

**SUMMER EXTRACURRICULAR PROGRAM**

Extracurricular positions during the summer will receive a stipend of \$2,400 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 Sections 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 Section 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 Section 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 SCHEDULES**



## Certificated Salary Schedule 2015-2016

Contract days: 186

Effective Date: 07/01/2015

Row	BA DEGREE	BA WITH 30 UNITS	MA OR BA WITH 45 UNITS	MA WITH 15 OR BA WITH 60 INC MA
1	45,533.00	47,609.00	49,788.00	51,678.00
2	47,235.00	49,386.00	51,649.00	53,607.00
3	49,000.00	51,232.00	53,576.00	55,607.00
4	50,830.00	53,146.00	55,577.00	57,679.00
5	52,726.00	55,128.00	57,645.00	59,824.00
6	0	57,179.00	59,792.00	62,053.00
7	0	59,310.00	62,017.00	64,358.00
8	0	61,514.00	64,321.00	66,750.00
9	0	63,801.00	66,714.00	69,228.00
10	0	0	69,185.00	71,795.00
11	0	0	71,753.00	74,457.00
12	0	0	74,416.00	77,214.00
13	0	0	0	80,075.00
14	0	0	0	83,042.00
15	0	0	0	83,042.00
16	0	0	0	83,042.00
17	0	0	0	86,112.00
18	0	0	0	86,112.00
19	0	0	0	86,112.00
20	0	0	0	89,296.00
21	0	0	0	89,296.00
22	0	0	0	89,296.00
23	0	0	0	92,602.00



## Counselors Salary Schedule 2015-2016

Contract Days: 196.00

Schedule ID: 505

Effective Date: 07/01/2015

Row	BA DEGREE	BA WITH 30 UNITS	MA OR BA WITH 45 UNITS	MA WITH 15 OR BA WITH 60 INC MA
1	50,856.00	53,176.00	55,610.00	57,723.00
2	52,760.00	55,163.00	57,692.00	59,875.00
3	54,731.00	57,223.00	59,842.00	62,106.00
4	56,776.00	59,357.00	62,074.00	64,424.00
5	58,894.00	61,573.00	64,387.00	66,822.00
6	0	63,867.00	66,786.00	69,308.00
7	0	66,245.00	69,267.00	71,883.00
8	0	68,707.00	71,843.00	74,557.00
9	0	71,264.00	74,516.00	77,319.00
10	0	0	77,277.00	80,656.00
11	0	0	80,145.00	83,163.00
12	0	0	83,118.00	86,245.00
13	0	0	0	89,440.00
14	0	0	0	92,750.00
15	0	0	0	92,750.00
16	0	0	0	92,750.00
17	0	0	0	96,183.00
18	0	0	0	96,183.00
19	0	0	0	96,183.00
20	0	0	0	99,738.00
21	0	0	0	99,738.00
22	0	0	0	99,738.00
23	0	0	0	103,428.00





## Psychologists Salary Schedule 2015-2016

Contract Days: 200

Schedule ID: 503

Effective Date: 07/01/2015

Row	BA DEGREE	BA WITH 30 UNITS	MA OR BA WITH 45 UNITS	MA WITH 15 OR BA WITH 60 INC MA
1	56,273.00	58,836.00	61,877.00	63,867.00
2	58,376.00	61,035.00	63,832.00	66,249.00
3	60,558.00	63,315.00	66,216.00	68,722.00
4	62,821.00	65,678.00	68,683.00	71,281.00
5	65,164.00	68,125.00	71,243.00	73,936.00
6	0	70,665.00	73,893.00	76,684.00
7	0	73,296.00	76,643.00	79,536.00
8	0	74,993.00	79,490.00	82,492.00
9	0	78,851.00	82,449.00	85,555.00
10	0	0	85,505.00	88,727.00
11	0	0	88,675.00	92,017.00
12	0	0	91,966.00	95,427.00
13	0	0	0	98,961.00
14	0	0	0	102,626.00
15	0	0	0	102,626.00
16	0	0	0	102,626.00
17	0	0	0	106,421.00
18	0	0	0	106,421.00
19	0	0	0	106,421.00
20	0	0	0	110,359.00
21	0	0	0	110,359.00
22	0	0	0	110,359.00
23	0	0	0	114,443.00



## Speech Therapist Salary Schedule 2015-2016

Contract Days: 194

Schedule ID: 503

Effective Date: 07/01/2015

Row	BA DEGREE	BA WITH 30 UNITS	MA OR BA WITH 45 UNITS	MA WITH 15 OR BA WITH 60 INC MA
1	53,665.00	56,110.00	58,680.00	60,909.00
2	55,672.00	58,207.00	60,873.00	63,181.00
3	57,750.00	60,382.00	63,145.00	65,539.00
4	59,908.00	62,636.00	65,503.00	67,981.00
5	62,143.00	64,974.00	67,939.00	70,508.00
6	0	67,392.00	70,471.00	73,135.00
7	0	69,902.00	73,092.00	75,853.00
8	0	72,501.00	75,809.00	78,671.00
9	0	75,195.00	78,629.00	81,591.00
10	0	0	81,542.00	84,618.00
11	0	0	84,568.00	87,756.00
12	0	0	87,708.00	91,004.00
13	0	0	0	94,377.00
14	0	0	0	97,874.00
15	0	0	0	97,874.00
16	0	0	0	97,874.00
17	0	0	0	101,491.00
18	0	0	0	101,491.00
19	0	0	0	101,491.00
20	0	0	0	105,244.00
21	0	0	0	105,244.00
22	0	0	0	105,244.00
23	0	0	0	109,141.00

## **APPENDIX C**

### **STIPENDS**

**Banning Unified School District  
Extra Duty Assignment Salary Schedule  
Effective July 1, 2014**

**Banning High School**

Position	Assignment Stipend	Payable
Head Coach, Basketball	\$4000	Per Season
Head Coach, Volleyball	\$3500	Per Season
Head Coach, Softball	\$3500	Per Season
Head Coach, Tennis	\$3000	Per Season
Head Coach, Water Sports	\$3000	Per Season
Head Coach, Soccer	\$3000	Per Season
Head Coach, Football	\$4000	Per Season
Head Coach, Boys' Baseball	\$3500	Per Season
Head Coach, Boys' Track & Field	\$3500	Per Season
Head Coach, Cross Country	\$3000	Per Season
Head Coach, Wrestling	\$3500	Per Season
Assistant Coach Positions	\$3000	Per Season
Flags and Attached Units	\$2500	Annually
Pep Squad	\$2500	Semester
Band	\$4000	Semester
Choir	\$2500	Annually
Drama	\$1500	Semester
Annual	\$3000	Annually
Department Chair	\$600	Semester
Instructional Coordinator	\$350	Semester
Site Coordinator	\$2500	Annually
Saturday School	Hourly Rate	
Home Teaching	Hourly Rate	
Varsity level extended season pay schedule: Total pay per season divided by the number of weeks in regular season equals weekly pay for extending seasons to compete in CIF playoffs		
The above schedule establishes pay for various positions. The number of such positions, and whether or not they will be filled will be determined by the level of participation, staffing requirements, etc., and is at the discretion of the District. Nothing in the foregoing shall preclude the use of volunteers or the institution of volunteer programs or clubs. The district will consult with the Association to establish job descripts for each of the above positions some stipends cover work that is also done by non-bargaining units members (e.g. SST Coordinators, Site Coordinators, Coaches, etc.) Payment of such stipends to unit members shall not make such work exclusively certificated bargaining unit work. Unit members released to perform co-curricular activities will not normally receive a stipend.		

Effective 7/1/14

### Middle School

Position	Assignment Stipend	Payable
MS Head Basketball Coach	\$3000	Per Season
MS Head Volleyball Coach	\$3000	Per Season
MS Head Softball Coach	\$3000	Per Season
MS Head Flag Football Coach	\$3000	Per Season
MS Head Baseball Coach	\$3000	Per Season
MS Intramural Cross Country	\$550	Per Season
MS Intramural Track	\$550	Per Season
MS Intramural Weight Lifting	\$550	Per Season
MS Intramural Soccer	\$550	Per Season
MS Intramural Band	\$1700	Annually
MS Intramural Yearbook	\$2100	Annually
MS Intramural Drama	\$850	Annually
* Cheer/Flags and Attached Units	\$850	Annually

### Middle and Elementary Schools

Position	Assignment Stipend	Payable
<b>Academic Site Activity Coordinators</b>		
MS/Elem. Site/Science/LEP Coordinator	\$3000	Annually
MS/Elem. Spelling Bee	\$300	Per Event
MS/Elem. Math Field Day	\$300	Per Event
MS/Elem. Language Arts Field Day	\$300	Per Event
MS/Elem. Science Fair	\$300	Per Event
MS/Elem. History Day	\$300	Semester
MS/Elem. Lead Teacher	\$300	Semester
<b>Department Chairs</b>		
MS/Elem. Language Arts	\$300	Semester
MS/Elem. Math Field Day	\$300	Semester
MS/Elem. Science Fair	\$300	Semester
MS/Elem. Physical Education	\$300	Semester
MS/Elem. Electives	\$300	Semester
MS/Elem. Social Studies	\$300	Semester
MS/Elem. ESL	\$300	Semester
MS/Elem. Special Education	\$300	Semester
MS/Elem. SST Coordinator	\$300	Semester

The above schedule establishes pay for various positions. The number of such positions, and whether or not they will be filled will be determined by the level of participation, staffing requirements, etc., and is at the discretion of the District. Nothing in the foregoing shall preclude the use of volunteers or the institution of volunteer programs or clubs. The district will consult with the Association to establish job descripts for each of the above positions some stipends cover work that is also done by non-bargaining units members (e.g. SST Coordinators, Site Coordinators, Coaches, etc.) Payment of such stipends to unit members shall not make such work exclusively certificated bargaining unit work. Unit members released to perform co-curricular activities will not normally receive a stipend.

## **APPENDIX D**

### **EVALUATION PACKET**

# Banning Unified School District

## CERTIFICATED EVALUATION

Teacher School Site Date Evaluator Classroom Observation Date Conference Date 

Teacher Status: Probationary ☐  
 Permanent ☐  
 Intern ☐  
 Other ☐

Formative Evaluation ☐  
 Summative Evaluation ☐

Overall Evaluation Code: 

Needs Improvement Plan ☐  
 Referral to PAR ☐

Evaluation Code: E - Exceeds Standard

M - Meets Standard

P - Partially Meets Standard

U - Unsatisfactory

## STANDARD

## COMMENTS

Code

## I: ENGAGING AND SUPPORTING STUDENTS IN LEARNING

## Elements:

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

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

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



STANDARD	COMMENTS	Code
<p><b>IV – PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR STUDENTS</b></p> <p><b>Elements:</b></p> <ul style="list-style-type: none"> <li>*4.1 Drawing on and valuing students’ backgrounds, interests and developmental learning needs.</li> <li>*4.2 Establishing and articulating goals for student learning.</li> <li>*4.3 Developing and sequencing instructional activities and materials for student learning.</li> <li>*4.4 Designing short-term and long-term plans to foster student learning.</li> <li>*4.5 Modifying instructional plans to adjust for student needs.</li> </ul>		
<p><b>STANDARD</b></p> <p><b>V – ASSESSING STUDENT LEARNING</b></p> <p><b>Elements:</b></p> <ul style="list-style-type: none"> <li>*5.1 Collecting and using multiple sources of information to assess student learning.</li> <li>*5.2 Involving and guiding students in assessing their own learning.</li> <li>*5.3 Communicating with students, families and others about student progress.</li> <li>*5.4 Using the results of assessment to guide instruction.</li> </ul>	COMMENTS	Code

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

STANDARD	COMMENTS		Code
<p><b>VI – DEVELOPING AS A PROFESSIONAL EDUCATOR</b></p> <p><b>Elements:</b></p> <p>6.1 Reflecting on teaching practice and planning professional development.</p> <p>*6.2 Establishing professional goals and pursuing opportunities to grow professionally.</p> <p>6.3 Working with communities, families and colleagues to improve professional practice.</p> <p>*6.4 Balancing professional responsibilities and maintaining motivation.</p> <p>6.5 Submits and completes reports in a timely manner.</p>			

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

**COMMENTS/SUMMATIVE**

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

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

\_\_\_\_\_  
Teacher's Signature and Date

Signature does not constitute agreement with evaluation

**EVALUATION IS INVALID WITHOUT BOTH SIGNATURES.**

## **APPENDIX E**

### **CALENDARS**



# 2015/2016 CALENDAR

July '15						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August '15						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September '15						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

October '15						
Su	M	Tu	W	Th	F	Sa
			1	2	3	
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November '15						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December '15						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

January '16						
Su	M	Tu	W	Th	F	Sa
						2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February '16						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

March '16						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April '16						
Su	M	Tu	W	Th	F	Sa
						2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May '16						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June '16						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

## IMPORTANT DATES:

All Teachers Return:

First Day of School:

Last Day of School:

Last Teacher Workday:

1st Trimester Ends:

2nd Trimester Ends:

3rd Trimester Ends:

1st Semester Ends:

2nd Semester Ends:

Classified In-Service Days

Certificated Staff Development Days

Secondary Testing Days:

Advanced Placement Testing Days:

District Testing Window CAASPP, SBAC, CAA:

CST, CMA, and CAA Testing Days:

MINIMUM DAYS:

Elementary:

Secondary:

HOLIDAYS & BREAKS:

Independence Day\*

Labor Day\*

Veterans Day\*

Thanksgiving Break

Thanksgiving Holiday\*

Winter Break

Christmas Day Holiday\* Observed

Floating Holiday\*

New Year's Day Holiday\* Observed

Martin Luther King Jr. Day\*

Washington's Birthday\*

Lincoln's Birthday\* Observed

Presidents' Week Recess

Good Friday Holiday\*

Spring Break

Memorial Day Holiday\*

## LEGEND:



Holidays/Non School Days

End of Trimester

End of Semester

Minimum Day - Elementary (TBD)

Minimum Day - Secondary (TBD)

Minimum Day - Students & Staff

District Testing

First/Last Day of School

## \*CSEA PAID HOLIDAYS

Profession Development Day Information:

Employees must attend entire day, or full day equivalent, in order to be paid for each day. Each day is equivalent to 7 hours. The rate of pay .005 of annual salary.

## **APPENDIX F**

### **DEFINITIONS**

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

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

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

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

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

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

## **APPENDIX G**

### **MEMORANDI OF UNDERSTANDING**

**Tentative Agreement between the Banning Teachers' Association and the Banning Unified School District**

October 29, 2014

**1. Article XXI.2 Insert after line 9**

Compensation for Speech Therapists will be placed on the teacher's salary Schedule Plus a 13% responsibility factor. Speech Therapists working year will be 194 eight hour days. The annual salary will be based on per diem multiplied by 194. In determining initial salary placement, one step will be allowed for each previous year's experience. A full year of "Speech 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.

**2. Article XXI.2 Lines 11-13**

Compensation for a psychologist will be placed on the teacher's salary Schedule Plus a 13% responsibility factor. Psychologists working year will be 200 eight hour days. The annual salary will be based on per diem multiplied by 200.

**3. Article XIX.1 insert after Line 8, word 2**

The district shall ensure that one of the annual health and welfare options is a "Value Plan" that is currently offered in 2014/2015.

**4 & 6. Article XII.1**

Lines 4-11 to read:

For grades TK-3 inclusive, the district shall make progress toward maintaining an average class enrollment at each site of not more than 24 pupils per class by school year 2020/21 or fully funding of "Grade Span Adjustment" also known as "Class Size Reduction." In grades 4-5, the District will maintain an average class size of no more than 33. In grades 6-12, the District will maintain an enrollment of no more than 33 students per class period.

Exceptions 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.

Lines 7 and 9 "make a reasonable effort to" will be removed



**5. Attendance recapture program, added to appendix**

If attendance exceeds 96%, 1.5% of the additional revenues to be given to each BTA members as a 1 time payment as it relates to their current placement on the pay scale.

**6. Article XXI to be reflected in Appendix B**

Effective 7/1/14 all salary schedules will increase by 3%. An additional 2% increase will be applied to the pay scale 12/1/14 for the remainder of the 2014-15 school year. If the governor's budget for 2015 projects for a "gap funding" for 2015-2016 of at least 20.68% the 2% shall be an on-going and permanent adjustment to the salary schedule. Effective 7/1/15 all salary schedules will increase by an additional 3%.

**Health and Welfare**

The out of pocket cost for each Health and Welfare plan shall be frozen at 2014-2015 levels until 6/30/16. The District will pay any increase to the medical premiums on self-selected plan design in 2014/2015 budget year for the 2015/2016 budget year.

**Article XXIV – Summer Extracurricular Program (Added Article XXIV)**

Extracurricular positions during the summer will receive a stipend of \$2,400 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.

**Article XVIII –Early Retirement Incentive**

Increase service years (5) five to (10) ten, lines 7-8

**Article XIV Peer Assistance and Review (PAR)**

**1. Joint Committee**

D. 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. Members shall receive a stipend of one thousand dollars (\$1,000.00). PAR Consulting Teachers should be compensated for the time that they do their consulting with the PAR assigned teacher(s), meeting with the site administrator, and reporting out to the PAR

committee, at their individual hourly rate of pay. Documentation of time shall be submitted to the District by the chair.

### 3. Consulting Teachers.

Consulting Teachers will be paid at the Hourly Rate. Their duties, other than working with Participating Teachers, could include work in any area authorized by the enabling legislation. Compensation for the extra time shall be at the consulting Teacher's hourly rate of pay. Documentation for the time served shall be submitted to the chair of the Joint Committee.

If a permanent BUSD teacher doesn't apply, or a permanent teacher applies who doesn't meet or possess the requisite expertise, then the Joint Committee would 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.

### Add to Appendix C

**Banning Unified School District  
Extra Duty Assignment Salary Schedule  
Effective July 1, 2014  
Banning High School**

Position	Assignment Stipend	Payable
Head Coach, Basketball	\$4000	Per Season
Head Coach, Volleyball	\$3500	Per Season
Head Coach, Softball	\$3500	Per Season
Head Coach, Tennis	\$3000	Per Season
Head Coach, Water Sports	\$3000	Per Season
Head Coach, Soccer	\$3000	Per Season
Head Coach, Football	\$4000	Per Season
Head Coach, Boys' Baseball	\$3500	Per Season
Head Coach, Boys' Track & Field	\$3500	Per Season
Head Coach, Cross Country	\$3000	Per Season
Head Coach, Wrestling	\$3500	Per Season
Assistant Coach Positions	\$3000	Per Season
Flags and Attached Units	\$2500	Annually
Pep Squad	\$2500	Semester
Band	\$4000	Semester
Choir	\$2500	Annually
Drama	\$1500	Semester
Annual	\$3000	Annually
Department Chair	\$600	Semester
Instructional Coordinator	\$350	Semester
Site Coordinator	\$2500	Annually
Saturday School	Hourly Rate	

Home Teaching	Hourly Rate
Varsity level extended season pay schedule: Total pay per season divided by the number of weeks in regular season equals weekly pay for extending seasons to compete in CIF playoffs	
The above schedule establishes pay for various positions. The number of such positions, and whether or not they will be filled will be determined by the level of participation, staffing requirements, etc., and is at the discretion of the District. Nothing in the foregoing shall preclude the use of volunteers or the institution of volunteer programs or clubs. The district will consult with the Association to establish job descriptions for each of the above positions some stipends cover work that is also done by non-bargaining units members (e.g. SST Coordinators, Site Coordinators, Coaches, etc.) Payment of such stipends to unit members shall not make such work exclusively certificated bargaining unit work. Unit members released to perform co-curricular activities will not normally receive a stipend.	

#### Middle School

Position	Assignment Stipend	Payable
MS Head Basketball Coach	\$3000	Per Season
MS Head Volleyball Coach	\$3000	Per Season
MS Head Softball Coach	\$3000	Per Season
MS Head Flag Football Coach	\$3000	Per Season
MS Head Baseball Coach	\$3000	Per Season
MS Intramural Cross Country	\$550	Per Season
MS Intramural Track	\$550	Per Season
MS Intramural Weight Lifting	\$550	Per Season
MS Intramural Soccer	\$550	Per Season
MS Intramural Band	\$1700	Annually
MS Intramural Yearbook	\$2100	Annually
MS Intramural Drama	\$850	Annually
Cheer/Flags and Attached Units	\$850	Annually

#### Middle and Elementary Schools

Position	Assignment Stipend	Payable
<b>Academic Site Activity Coordinators</b>		
MS/Elem. Site/Science/LEP Coordinator	\$3000	Annually
MS/Elem. Spelling Bee	\$300	Per Event
MS/Elem. Math Field Day	\$300	Per Event
MS/Elem. Language Arts Field Day	\$300	Per Event
MS/Elem. Science Fair	\$300	Per Event
MS/Elem. History Day	\$300	Semester
MS/Elem. Lead Teacher	\$300	Semester
<b>Department Chairs</b>		
MS/Elem. Language Arts	\$300	Semester
MS/Elem. Math Field Day	\$300	Semester
MS/Elem. Science Fair	\$300	Semester
MS/Elem. Physical Education	\$300	Semester
MS/Elem. Electives	\$300	Semester
MS/Elem. Social Studies	\$300	Semester

MS/Elem. ESL	\$300	Semester
MS/Elem. Special Education	\$300	Semester
MS/Elem. SST Coordinator	\$300	Semester

The above schedule establishes pay for various positions. The number of such positions, and whether or not they will be filled will be determined by the level of participation, staffing requirements, etc., and is at the discretion of the District. Nothing in the foregoing shall preclude the use of volunteers or the institution of volunteer programs or clubs. The district will consult with the Association to establish job descriptions for each of the above positions some stipends cover work that is also done by non-bargaining units members (e.g. SST Coordinators, Site Coordinators, Coaches, etc.) Payment of such stipends to unit members shall not make such work exclusively certificated bargaining unit work. Unit members released to perform co-curricular activities will not normally receive a stipend.

This tentative agreement is subject to AB1200, ratification by BTA, and approval by the District Board of Trustees.

Banning Teachers' Association

*Dimitra Kricks*  
*Bruce Ward*  
*Mark S. Owen*  
*Randy*

Banning Unified School District

*[Signature]*  
*[Signature]*

Memorandum of Understanding between the Banning Teachers' Association and the Banning Unified School District

11/14/14

Resolution clarifying secondary class size per MOU dated October 29, 2014

1. Article XII.1 - Class size language in the Tentative Agreement dated October 29, 2014 shall be clarified as:

In grades 6-12, the district will maintain an enrollment of no more than 33 students per class period, or the equivalent daily enrollment of 165 students per teacher. The intent of this agreement is to maintain a class size of 33:1.

2. This agreement is subject to ratification by the BTA and approval by the District Board of Trustees.

Banning Teachers' Association

*Dimitra Krick*

*Executive Secretary*

*[Signature]*

Banning Unified School District

*[Signature]*

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## Memorandum of Understanding

Between the Banning Teachers Association and the Banning Unified School District

April 29, 2015

### Calendar

1. For the 2015-2016 School Year only, there will be 180 student days. BTA members who currently work 184 days will work 186 days. BTA members who currently work 194 days will work 196.
2. For the 2015-2016 School Year only, the two extra days will be paid at per diem rate and reflected on the salary schedule for this fiscal year only.
3. Members will work the calendar attached.
4. The MOU will expire on June 30, 2016.

This Memorandum of Understanding is subject to BTA ratification and approval by the District Board of Trustees.

Banning Teachers Association:

Dimitra Krick  
Leslie Sattler  
Kendy Po  
Bruce Ward  
Bill S. O'm

Banning Unified School District:

Paula Shy  
A. Morris  
[Signature]

Dimitra Krich  
Jesse Sattler  
Brockton, MA

DUSY  
D.A. Sh...

U. Maff... Kender...  
Notes...

# Fiscal Year 2016

## July '15

Wk	Su	M	Tu	W	Th	F	Sa
1			1	2	3	4	
2	5	6	7	8	9	10	11
3	12	13	14	15	16	17	18
4	19	20	21	22	23	24	25
5	26	27	28	29	30	31	

## October '15

Wk	Su	M	Tu	W	Th	F	Sa
14				1	2	3	
15	4	5	6	7	8	9	10
16	11	12	13	14	15	16	17
17	18	19	20	21	22	23	24
18	25	26	27	28	29	30	31

## January '16

Wk	Su	M	Tu	W	Th	F	Sa
27						1	2
28	3	4	5	6	7	8	9
29	10	11	12	13	14	15	16
30	17	18	19	20	21	22	23
31	24	25	26	27	28	29	30
32	31						

## April '16

Wk	Su	M	Tu	W	Th	F	Sa
40						1	2
41	3	4	5	6	7	8	9
42	10	11	12	13	14	15	16
43	17	18	19	20	21	22	23
44	24	25	26	27	28	29	30

## August '15

Wk	Su	M	Tu	W	Th	F	Sa
5							1
6	2	3	4	5	6	7	8
7	9	10	11	12	13	14	15
8	16	17	18	19	20	21	22
9	23	24	25	26	27	28	29
10	30	31					

## November '15

Wk	Su	M	Tu	W	Th	F	Sa
19	1	2	3	4	5	6	7
20	8	9	10	11	12	13	14
21	15	16	17	18	19	20	21
22	22	23	24	25	26	27	28
23	29	30					

## February '16

Wk	Su	M	Tu	W	Th	F	Sa
32			1	2	3	4	5
33	6	7	8	9	10	11	12
34	13	14	15	16	17	18	19
35	20	21	22	23	24	25	26
36	27	28	29				

## May '16

Wk	Su	M	Tu	W	Th	F	Sa
45	1	2	3	4	5	6	7
46	8	9	10	11	12	13	14
47	15	16	17	18	19	20	21
48	22	23	24	25	26	27	28
49	29	30	31				

Memorial Day

## September '15

Wk	Su	M	Tu	W	Th	F	Sa
10			1	2	3	4	5
11	6	7	8	9	10	11	12
12	13	14	15	16	17	18	19
13	20	21	22	23	24	25	26
14	27	28	29	30			

## December '15

Wk	Su	M	Tu	W	Th	F	Sa
23			1	2	3	4	5
24	6	7	8	9	10	11	12
25	13	14	15	16	17	18	19
26	20	21	22	23	24	25	26
27	27	28	29	30	31		

## March '16

Wk	Su	M	Tu	W	Th	F	Sa
36			1	2	3	4	5
37	6	7	8	9	10	11	12
38	13	14	15	16	17	18	19
39	20	21	22	23	24	25	26
40	27	28	29	30	31		

## June '16

Wk	Su	M	Tu	W	Th	F	Sa
49				1	2	3	4
50	5	6	7	8	9	10	11
51	12	13	14	15	16	17	18
52	19	20	21	22	23	24	25
53	26	27	28	29	30		

## Start of Fiscal Year

1-Jul-15 Annual Summer Party  
8-3 through 8-7 Staff Dev.  
8-10 First Student Day  
9-7-15 Labor Day  
11-11-15 Veterans Day  
11-23 through 11-27 Thanksgiving  
12-21 through 12-31 Winter  
1-1-16 New Years  
1-18-16 MLK Day  
2-15 through 2-19 Presidents  
3-25 through 4-1 Spring  
5-26-16 Last Student Day  
5-27-16 Teacher Work Day

Minimum Days Smart  
Days, End of Grading  
Periods TBD

180 Student Days  
186 Teacher Days

## Tentative Agreement

Between the Banning Teachers Association and the Banning Unified School District

April 29, 2015

### ADA incentive

1. An off schedule 2% bonus calculated from each Bargaining Unit Member's salary schedule, will be paid to those members who work at a school site that maintains an "Average Daily Attendance" of 96% or greater as certified on the P2 report.
2. For the purposes of this agreement, a school site is defined as the physical work location, (e.g. Banning High School, Cabazon, Central, Coombs, Florida Street, Hemmerling, Hoffer or Nicolet, etc). A member who is assigned to more than one site will be eligible for a bonus based on the first school with which they are assigned in the day.
3. The district shall be responsible for ensuring all corrections are made to attendance prior to May 15<sup>th</sup>.
4. This bonus shall be paid no later than June 15<sup>th</sup>.

This Tentative Agreement is subject to BTA ratification and approval by the District Board of Trustees.

Banning Teachers Association:

Dimitra Krick  
Jessie Satter  
Kandy R.  
Bruce Worrel  
MS on

Banning Unified School District:

R. A. J.  
A. Mores  
Robert D. J.