

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, 2010 - JUNE 30, 2011

**Collective Bargaining Agreement
Banning Unified School District and
Banning Teachers Association
For 2010-2011
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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, 2010, until June 30, 2011.

FOR THE DISTRICT

FOR THE ASSOCIATION:

Lynne Kennedy, Ph.D., Superintendent

Al Evinger, BTA President

Craig Newman, Ed.D., Director

David Sanchez, BTA Chief Negotiator

See Appendix G

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ARTICLE II

RECOGNITION

The Board recognizes the Association as the executive representative 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.

ARTICLE III

ASSOCIATION RIGHTS

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

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

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

III.1

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

4
5 The District, upon request by the Association, agrees to furnish, to the Association, all
6 available public information concerning financial resources and professional staffing.
7 Other than as specifically set forth in this agreement, the District shall not be obliged to
8 provide any information or documents other than as regularly prepared in the ordinary
9 course of business.

10
11 Whenever the District forms, revises, or dissolves any committee involving members from
12 more than one site, on which a Bargaining Unit Member may be selected to serve, the
13 Association shall be notified. The District shall supply, without delay, a copy of the
14 communication announcing such information, revision, or dissolution of the committee.
15 Such communication shall be supplied to the B.T.A. President before any nomination or
16 response shall be expected from the Association. When forming or revising the committee,
17 the titles of District representatives serving on the committee, if known at the time, shall be
18 made known. Throughout the term of this Agreement, the District's record of all such
19 committees, reflecting current membership and the name of the administrator servicing the
20 committee, shall be accessible to the Association President and/or to his/her designee. The
21 Association President and its representative shall have a maximum of twenty-four (24)
22 school days of leave during the year to utilize for local, state, or national conferences or
23 conducting other business pertinent to Association affairs, including contract maintenance
24 and grievance processing, provided one (1) day's notice be given to the Superintendent
25 prior to said leaves(s). No other Association member shall use more than ten (10) days
26 during any contract year. These representatives shall be excused upon one (1) day's
27 advance notification to the Superintendent by the Association President. Substitute costs
28 of above leave shall be timely reimbursed to the employer by the Association.

III.2

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

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ARTICLE IV
FAIR SHARE

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

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

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

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

Each new employee shall notify the Association, in writing, within thirty (30) days after the first day of employment whether or not he/she intends to join the Association. The service fee or religious exemption fee shall be paid to the Association Treasurer within sixty (60) days after the first day of employment.

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

6 **FAIR SHARE, HOLD HARMLESS CLAUSE**

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

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

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

1 **ARTICLE V**

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3 **NEGOTIATIONS PROCEDURE**

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

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

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

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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.

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ARTICLE VIII

STATUTORY CHANGES

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

1 **ARTICLE IX**

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3 **MEMBER SAFETY**

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

7
8 The District shall provide access to non-confidential information on the students' background to
9 Bargaining Unit Members and shall provide access to student records to Bargaining Unit Members
10 with legitimate professional interest. Such access shall be in compliance with District Policies.

11
12 The District shall promptly make available to all Bargaining Unit Members any written records that
13 the District maintains or receives from law enforcement agencies regarding a student who has
14 caused, or who has attempted to cause, serious bodily injury or injury to another person, as defined
15 in paragraphs (5) and (6) of subdivision (E) of the Penal Code as mandated by Education Code
16 49079.

17
18 Bargaining Unit Members shall not inflict corporal punishment on students. Pursuant to Section
19 49001 of the California Education Code. "Corporal Punishment" means willful infliction of, or
20 willfully causing the infliction of physical pain on a pupil. An amount of force that is reasonable
21 and necessary for a person employed by or engaged in a public school to quell a disturbance,
22 threatening physical injury to persons or damage of property, for the purpose of self-defense, or to
23 obtain possession of weapons or other dangerous objects within the control of the pupil, is not and
24 shall not be construed to be corporal punishment within the meaning and intent of this section.

25
26 As provided in Education Code 44807 and to the extent permitted by law, every teacher in the
27 public schools shall hold pupils to a strict account for their conduct on the way to and from school,
28 on the playgrounds, or during recess. Further to the extent permitted by law, a Bargaining Unit
29 Member shall not be subject to criminal prosecution or criminal penalties for the exercise,
30 during

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

8
9 In accordance with Education Code 48910: A teacher may suspend any pupil from the teacher's
10 class, for any of the acts enumerated in Section 48900, for the day of the suspension and the day
11 following. The teacher shall immediately report the suspension to the principal of the school and
12 send the pupil to the principal or the principal's designee. If that action requires the continued
13 presence of the pupil at the school site, the pupil shall be under appropriate supervision, as defined
14 in policies and related regulations adopted by the Governing Board of the school district. As soon
15 as possible, the teacher shall ask the parent or guardian of the pupil to attend a parent teacher
16 conference regarding the suspension. Whenever practicable, a school counselor or a school
17 psychologist shall attend the conference. A school administrator shall attend the conference if the
18 teacher or the parent or guardian so requests. The pupil shall not be returned to the class from
19 which he or she was suspended, during the period of the suspension, without the concurrence of the
20 teacher of the class and the principal.

21
22 A pupil suspended from a class shall not be placed in another regular class during the period of
23 suspension. However, if the pupil is assigned to more than one class per day, this subdivision shall
24 apply only to other regular classes scheduled at the same time as the class from which the pupil was
25 suspended. A teacher may also refer a pupil, for any of the acts enumerated in Section 48900, to
26 the principal or the principal's designee for consideration of a suspension from the school.

27
28 The District may require the parent of a pupil who has been suspended for committing an obscene
29 act, engaging in habitual profanity or vulgarity, disrupting school activities or willfully defying
30 the

1 authority of school personnel to attend a portion of a school day in his or her child's classroom. In
2 accordance with Education Code Section 48211, the District may exclude children of filthy or
3 vicious habits, or children suffering from contagious or infectious diseases. A student so excluded
4 shall not return to the classroom until such time as the District determines that the condition which
5 prompted exclusion no longer exists. The Bargaining Unit Member shall be informed when the
6 child is cleared to return to the classroom and be given adequate notice to prepare for the child's
7 return.

9 **ASSAULT AND BATTERY**

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

13
14 Bargaining Unit Members shall immediately report all cases of assault and/or battery suffered by
15 them in connection with their employment to their immediate supervisor who shall, according to
16 statute, report the incident to the local law enforcement authorities. The Superintendent or
17 designee will be notified of the incident and he/she must comply with any reasonable request from
18 the Bargaining Unit Member for information relating to the incident of the persons involved. It is
19 the right of the Bargaining Unit Member to contact law enforcement as he/she deems necessary.
20 Assault, battery, physical abuse and/or verbal abuse of a Bargaining Unit Member or other person
21 shall be cause for suspension or expulsion of the student engaging in such conduct. Such conduct
22 should be reported immediately to the site administrator.

24 **TELEPHONES**

25 The District shall afford Bargaining Unit Members access to telephones located to provide privacy
26 of conversation for school-related calls. Each site shall provide a telephone security plan to prevent
27 harm to students and Bargaining Unit Members.

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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

1 Provide a one month notice, in writing, to Bargaining Unit Members who require an examination.
2 However, the District shall not be held accountable for inadvertent mailing mistakes.

4 **ENVIRONMENTAL CONDITIONS**

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

12 **EMERGENCY PROCEDURES**

13 In the case of an emergency, as defined by the site administrator, Bargaining Unit Members may be
14 required to provide services until the cessation of the emergency condition. The Bargaining Unit
15 Member may leave only with the permission of the site administrator. Violation of article will
16 result in deduction of leave credit and other disciplinary action deemed appropriate.

1 **ARTICLE X**

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3 **GRIEVANCE PROCEDURE**

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5 **DEFINITIONS**

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

11
12 **INFORMAL RESOLUTION**

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

15
16 **FORMAL RESOLUTION, LEVEL ONE**

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

20
21 The written statement of grievance shall include the general and specific grounds of the
22 grievance, the date or dates the alleged act or omission occurred, the specific provisions of the
23 Agreement alleged to have been violated, misinterpreted, or misapplied, and any other pertinent
24 information which might assist the District in determining the proper resolution of the grievance. It
25 shall also include a statement of the specific action which the aggrieved Bargaining Unit Member
26 desires that the District take to remedy the grievance and a statement of the outcome resulting from
27 the Informal Resolution.

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

7 **FORMAL RESOLUTION, LEVEL TWO**

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

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

17 **FORMAL RESOLUTION, LEVEL THREE**

18 If the grievant is not satisfied with the decision at level two, the Association may, within ten (10)
19 days, submit a request, in writing, to the Superintendent for arbitration of the dispute. The Association
20 and the District shall attempt to agree on an arbitrator. If no agreement can be reached, the District
21 and the Association agree to request, from the State Mediation and Conciliation Services (SMCS), an
22 odd numbered panel of arbitrators qualified to render a decision in the public schools of California.
23 The order of striking shall be determined by lot. The last name remaining shall serve in accordance
24 with the procedures of SMCS. If either the District or the Association wants to reject the entire list
25 before striking, a request for another panel will be forwarded from SMCS. If, for some reason, that
26 arbitrator cannot serve, a new list shall be request from SMCS and the above process begun again.

27
28 The fees and expense of the arbitrator in the hearing shall be borne equally by the District and the
29 Association. All other expenses shall be borne by the party incurring them.

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

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

9
10 The function and purpose of the arbitrator is to determine disputed interpretation of terms actually
11 found in the Agreement, or to determine disputed facts upon which the application of the
12 Agreement depends. The arbitrator shall, therefore, not have authority, nor shall he/ she consider it
13 his/ her function to decide any issue not submitted or to so interpret or apply the Agreement as to
14 change what can clearly be said to have been the intent of the parties as determined by generally
15 accepted rules of contract construction. Past practice of the parties in interpreting or applying terms
16 of the Agreement may be utilized by the arbitrator in accordance with generally accepted rules of
17 contract construction and application. The arbitrator shall not render any decision or award, or fail
18 to render any decision or award, merely because in his/ her opinion such decision or award is fair or
19 equitable.

20
21 No decision of the arbitrator shall be retroactive beyond the beginning of the fiscal year prior to the
22 twenty (20) day period specified in level one of the grievance procedure. The arbitrator shall have
23 no power to render an award on any grievance occurring before or after the term of this Agreement.

24
25 The decision of the arbitrator, within the limits herein prescribed, shall be binding upon the
26 Association, the District, and the grievant.

27
28 The District may claim that a grievance should be dismissed because, for example, it falls outside
29 the scope of the procedure, or was filed in violation of the time limits provided for herein, or that
30 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 or 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, e-mailed 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) District-wide 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.

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ARTICLE XII

CLASS SIZE

The District will make a reasonable effort to maintain the average class size at each grade level, as follows:

Kdgn	28	Grade 4	30
Grade 1	28	Grade 5	30
Grade 2	28	Grade 6	30
Grade 3	28		

In grades 7 - 12, the District will make a reasonable effort to maintain an enrollment of no more than thirty (30) students per class period. Exception to this restriction will be the Music and P.E. departments. The District will make a reasonable effort to limit 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 K-6 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

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

1 **ARTICLE XIII**

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

4
5 **ELEMENTARY HOURS**

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

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

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

25
26
XIII.1

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 during. 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.

XIII.2

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

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 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.

XIII.3

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

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.

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.

XIII.4

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

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

1
2
3 **ARTICLE XIV**
4

5 **PEER ASSISTANCE PROGRAM**
6

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

11 **1. Joint Committee**

12 A. The Joint Committee shall consist of seven (7,) members. Four (4)
13 members shall be certificated classroom teachers selected by the
14 Association. The District shall select three (3) administrators to
15 serve as members.

16 B. The members of the Joint Committee shall select a chairperson on
17 an annual basis. The position shall alternate between a teacher
18 member and an administrative member.

19 C. The Joint Committee shall make all decisions through consensus. In
20 the absence of consensus, decisions shall be made by majority vote.
21 Five (5) of the seven (7) members shall constitute a quorum for
22 purposes of meeting and conducting business.

23 D. The meetings of the Joint Committee will normally take place
24 during the regular teacher workday. Teachers who are members of
25 the Joint Committee shall be released from their regular duties to
26 attend meetings, without loss of pay or benefits. For the 1999-2000
27 school year, teacher members shall receive a stipend of two
28 thousand dollars (\$2,000.00) For the 2000-2001 school year,
29 teacher members shall receive a stipend of one thousand dollars

30 (\$1,000.00). Should the members of the Joint Committee find it
31 necessary to meet beyond the regular workday in order to fulfill
32 their duties, teacher members shall be compensated at their
33 individual hourly rate of pay. Documentation of time shall be
34 submitted to the District by the chair.

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

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

- 47 a. Permanent status teachers with unsatisfactory
48 evaluations.
- 49 b. The Marian Bergeson Beginning Teacher Support and
50 Assessment System as set forth in Article 4.5 of Chapter
51 2 of the Education Code.
- 52 c. Any of the following as allowed by Education Code
53 and determined by the Joint Committee
- 54 1. The California Pre-Internship Teaching Program as set
55 forth in Article 5.6 of Chapter 2 of the Education
56 Code.
- 57 2. A District intern program as set forth in Article 7.5 of
58 Chapter 2 of the Education Code.

- 59 3. Professional development or other educational
60 activities previously provided pursuant to Article 4
61 of Chapter 3 of the Education Code.
- 62 4. Any program that supports the training
63 and development of new teachers.
- 64 5. Any other purpose which is specifically
65 authorized by law.
- 66
- 67 2. Distributing annually, to unit members and administrators,
68 the operating procedures and this memorandum of
69 understanding.
- 70
- 71 3. Providing annual training for members of the Joint
72 Committee.
- 73
- 74 4. Providing annual training for Consulting Teachers.
- 75
- 76 5. Establishing a procedure for the selection of Consulting
77 Teachers. This procedure shall include the application
78 process and the term of service. Additionally, the Joint
79 Committee shall establish a procedure for the removal of a
80 Consulting Teacher.
- 81
- 82 6. Determining the number of Consulting Teachers for any
83 school year, based upon the participation in the Peer
84 Assistance Program, and other relevant considerations.
- 85 7. Determining the caseload to be assigned to Consulting
86 Teachers and determining the need for release time for
87 Consulting teachers, if necessary.

- 88 8. Providing written notice of participation in the Peer
89 Assistance Program to the Referred Teacher, the
90 Consulting Teacher, and the evaluator.
- 91 9. Matching Consulting Teachers with Participating Teachers, after
92 taking input from the Participating Teacher.
- 93 10. Evaluating the effectiveness of Consulting Teachers.
- 94 11. Reviewing the report prepared by the Consulting Teacher and
95 making recommendations to the Board of Education regarding
96 the Referred Participating Teacher's progress in the Peer
97 Assistance Program.
- 98 12. Evaluating annually the impact of the Peer Assistance Program
99 in order to improve the program.

100 **2. Types of Program Participation.**

- 101 A. A Referred Participating Teacher is an experienced teacher
102 with permanent status who is placed in the program as a
103 result of an unsatisfactory evaluation.
- 104 B. A Volunteer Participating Teacher is a permanent status
105 teacher who has requested the assignment of a Consulting
106 Teacher. The Joint Committee shall consider the requests
107 and their impact on the Peer Assistance Program budget.
- 108 C. Probationary Teachers and other unit members without
109 permanent status may request the assignment of a Consulting
110 Teacher. If the assignment is made, the Consulting Teacher
111 shall serve as a resource only.
- 112 D. The Joint Committee will select Consulting Teachers for
113 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.

- 143 5. Use district resources to assist the Referred Participating
144 Teacher.
- 145 6. Monitor the progress of the Referred Participating Teacher and
146 maintain a written record. A final report shall be submitted as
147 per statute
- 148 7. Participate in the planning and implementation of
149 District inservice programs designed to improve
150 instructional quality.
- 151
- 152 C. Each applicant for the position of Consulting Teacher is required to
153 submit three references from individuals with specific knowledge of
154 his or her expertise. One of the references will be from an
155 administrator. All applications and references shall be treated with
156 confidentiality.
- 157
- 158 D. Consulting Teachers will be selected according to the procedures that
159 have been established by the Joint Committee, which shall include
160 classroom observation.
- 161
- 162 E Consulting Teachers shall be released from regular duties without loss
163 of pay or benefits when it is necessary to carry out their
164 responsibilities during the regular workday.
- 165
- 166 F. Consulting Teachers shall serve the equivalent of fifteen (15) working
167 days beyond those of the regular teacher contract. Duties, other than
168 working with Participating Teachers, could include work in any area
169 authorized by the enabling legislation. Compensation for the extra
170 time shall be at the consulting Teacher's daily rate of pay.
171 Documentation for the time served shall be submitted to the chair of
172 the Joint Committee.
- 173

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

176 **4. Referred Participating Teacher.**

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

- 179 1. The Referred Participating Teacher, the Consulting Teacher,
180 and the evaluating administrator are expected to develop an
181 ongoing cooperative relationship.
- 182 2. The Referred Participating Teacher with an unsatisfactory
183 evaluation shall be identified to the Joint Committee by the
184 evaluator. The evaluator shall also provide specific written
185 recommendations for improvement.
- 186 3. The evaluator and the assigned Consulting Teacher shall meet
187 with the Referred Participating Teacher to discuss the
188 recommended areas of improvement and the types of
189 assistance to be provided. The group shall then meet upon the
190 request of any of the parties.
- 191 4. The Consulting Teacher will review the recommended
192 areas of improvement, provide assistance in those areas,
193 do multiple observations of the Referred Participating
194 Teacher, and make available the report of the Referred
195 Participating Teacher's participation for placement in the
196 personnel file. The assistance provided should address
197 the areas for improvement noted by the evaluator and
198 should take into consideration state and local standards,
199 as well as the California Standards for the Teaching
200 Profession.
- 201 5. The Joint Committee will review the reports made by the
202 Consulting Teacher and make available the reports of the
203 Referred Participating Teacher's progress in the program as

- 204 part of the evaluation process. The Joint Committee shall
205 make recommendations to the governing board regarding the
206 Referred Participating Teachers, including forwarding of
207 names of individuals who are unable to demonstrate
208 satisfactory improvement.
- 209 6. The evaluator shall be solely responsible for evaluation
210 and making the initial recommendations for improvement
211 pursuant to the evaluation. The Consulting Teacher shall
212 assist the Referred Participating Teacher in improving in
213 the areas identified by the evaluator.
- 214 7. Before April 1 annually, the Consulting Teacher shall
215 prepare a written report summarizing the Referred
216 Teacher's participation in the program, consisting solely of:
217 (1) A description of the assistance provided to the Referred
218 Teacher, and (2) a description of the results of the
219 assistance in the targeted areas. This report shall be
220 submitted to the Joint Committee, the Referred Participating
221 Teacher, and the evaluator.
- 222 8. The result of the Referred Teacher's participation in the program
223 shall be made available as a part of the Referred Teacher's
224 annual evaluation. The evaluator shall have the discretion as to
225 whether and how to utilize such results in the annual evaluation.
- 226 9. On receipt of the report, the Joint Committee shall
227 determine whether the Referred Participating Teacher
228 will benefit from continued participation in the program.
- 229 10. The Referred Teacher will continue participation until the Joint
230 Committee determines that the teacher no longer benefits from
231 participation, the teacher receives a satisfactory evaluation, or
232 the teacher is separated from the district. The district shall
233 have the sole authority to determine whether the Referred

- 234 Teacher has been able to demonstrate satisfactory
235 improvement.
- 236 11. The Consulting Teacher's report on the Referred Teacher
237 shall be made available to the District for placement in the
238 Referred Teacher's personnel file.
- 239 12. The Joint Committee will make an annual report to the
240 governing board and the Association regarding the program's
241 impact and improvements to be made.
- 242 13. Nothing herein shall modify or in any manner affect the
243 rights of the District and/or Governing Board under
244 provisions of Education Code relating to the employment,
245 classification, retention or non-reelection of certificated
246 employees. Nothing herein shall modify or affect the
247 District's right to issue notices (of unsatisfactory
248 performance and/or unprofessional conduct) pursuant to
249 Education code Section 44938.

250

251 **5. Voluntary Participating Teachers.**

- 252 A. For Voluntary Participating Teachers, the program shall operate
253 as follows:
- 254 1. The Voluntary Participating Teacher may apply to the Joint
255 Committee to have a Consulting Teacher assigned in order to
256 improve current skills, methodologies, or strategies. The
257 Volunteer Participating Teacher may request a specific
258 Consulting Teacher.
- 259 2. Upon assignment, the Consulting Teacher shall meet with
260 the Voluntary Participating Teacher to develop a plan for
261 voluntary assistance. This plan will not be shared with any
262 administrator without written permission of the Voluntary
263 Participating Teacher.

- 264 3. The results of the individual voluntary participation shall
265 not be forwarded to the Joint Committee or the governing
266 board, nor shall it be used for evaluative purposes.
267 Participation on a voluntary basis may be terminated at any
268 time by the Voluntary Participating Teacher.
- 269 4. Participation as a Voluntary Participating Teacher shall not be
270 in lieu of the regular evaluation of the teacher pursuant to
271 Article XIV of the Collective Bargaining Agreement.
- 272 5. Probationary teachers, interns, and teachers on emergency
273 permits may participate with a Consulting Teacher as a
274 resource only if approved by the Joint Committee. This shall
275 not replace the regular evaluation process nor shall the
276 Consulting Teacher provide administration or the Joint
277 Committee with a written or oral report.
- 278 6. Budgeted resources of the program shall first be allocated to
279 Referred Participating Teachers required to participate.
280 Voluntary Participating Teachers shall be served only if
281 budgeted funds of the program are available.

282 **6. Records.**

- 283 A. All documents and information relating to participation in this
284 program shall be considered personnel matters subject to the
285 personnel record exemption of the California Public Records Act.
286 The annual evaluation of the program's impact, excluding information
287 on the identifiable individuals, is subject to disclosure under the
288 Public Records Act.
- 289 B. All portions of the selection process of Consulting Teachers shall be
290 treated as confidential and will not be disclosed except as may be
291 required by law.

292 1. All documents for the Peer Assistance Program will be filed by
293 the Personnel Office separately for individual personnel
294 records except as specified herein.

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

296 A. Functions performed by teachers under this article shall not
297 constitute either management or supervisory functions as defined in
298 the Educational Employment Relations Act (EERA).

299 B. Certificated employees who perform functions as Consulting
300 Teachers or members of the Joint Committee shall have the same
301 protection from liability and access to appropriate defenses afforded
302 to other public school employees under the provisions of the
303 California Government Code.

304 **8. Term.**

305 A. The provisions of the Memorandum of Understanding shall be in
306 effect from July 1, 1999 through June 30, 2002, subject to continued
307 funding by the State of California. The provisions of this
308 Memorandum shall be subject to bargaining during the term of the
309 Memorandum at the request of either party. Should the program still be
310 in existence and funds provided by the State of California, the
311 expiration date shall be extended to a date agreed upon by the parties.

312
313 B. Any claim of violation, misapplication, or misinterpretation of a specific
314 provision of this Memorandum of Understanding shall be subject to the
315 grievance procedure in the Collective Bargaining Agreement in effect
316 between the parties. One additional provision shall be that the subject
317 grievance be submitted to the bargaining teams for potential resolution
318 prior to moving to the Superintendent level, with appropriate adjustment
319 of timelines.

320 If a permanent BUSD teacher doesn't apply, or a permanent teacher applies who doesn't
321 meet or possess the requisite expertise, then

322 the Joint Committee would have the flexibility to hire a teacher from outside the District
323 who has a professional clear credential or had one at the time of their retirement.

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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 **SICK LEAVE**

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

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

11
12 **PERSONAL NECESSITY LEAVE**

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

19
20 **PERSONAL LEAVE**

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

24
25 **MISCELLANEOUS**

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

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BEREAVEMENT LEAVE

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

JUDICIAL-GOVERNMENT LEAVE

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

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

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.

1 **PROFESSIONAL LEAVE**

2 A permanent Bargaining Unit Member may be granted a leave of absence without pay for
3 educational purposes, not to exceed one (1) year in duration, upon the recommendation of the
4 Superintendent and with the approval of the Board.
5

6 **MATERNITY LEAVE**

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

- 15 1. Ordinary sick leave as provided under District policy.
16 2. Or leave of absence without pay, as provided under District policy for other unpaid sick
17 leave.
18

19 When the Bargaining Unit Member has elected to be on unpaid sick leave, and in her physician's
20 opinion must be absent past the date of return to duty initially estimated, the Bargaining Unit
21 Member may then elect to apply unused sick leave for the balance of her absence. Nothing in these
22 rules shall be construed so as to deprive any Bargaining Unit Member of sick leave rights under
23 other sections of this code.
24

25 **APPLICATION AND NOTICE**

26 Application for maternity leave shall be submitted, in writing, to the Superintendent of Schools,
27 specifying the effective date of leave and intended date of return to duties. If a Bargaining Unit
28 Member requests unpaid sick leave, such request must be made not less than three (3) weeks
29 prior to the first day of leave. A Bargaining Unit Member, requesting the use of either paid or
30

1 unpaid sick leave for pregnancy, must furnish a statement from her physician that, in the
2 physician's opinion, the Bargaining Unit Member should no longer work. For purposes of
3 planning the employment of substitutes, the physician's statement must indicate the date of
4 Bargaining Unit Member's initial absence from her position and the date the physician expects
5 that, under normal circumstances, the Bargaining Unit Member should be able to return to duty.
6 The physician's certificate shall be submitted to the District not less than three (3) weeks prior to
7 the beginning of the Bargaining Unit Member's expected leave. On or before July 1, of any year,
8 a permanent Bargaining Unit Member or a probationary Bargaining Unit Member on maternity
9 or post partum sick leave and employed for the next succeeding school year shall notify the
10 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
6 \$55.00 per day for 7-10 days of unused sick leave from the current yearly allotment of ten
7 (10). For purposes of calculating the Attendance Incentive, use of personal leave (Article
8 XV) will be deducted from the unused current yearly allotment of sick leave. Bargaining
9 Unit Members would retain the accumulated sick days even after receiving the incentive
10 payments.

ARTICLE XVIII

EARLY RETIREMENT INCENTIVE

Eligibility:

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 five 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.

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

Request for Consultant Services:

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

ARTICLE XIX

HEALTH AND WELFARE BENEFITS

The District will join the Riverside County 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. 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 thousand five hundred dollars (\$1,500.00) will be paid to each eligible employee who has comparable health benefit coverage through a spouse and elects to waive coverage. (See Waiver of Benefits form, Appendix I.13.) The savings from this waiver of benefit program shall be used to offset health benefit cost increases that occur during the year for which the waivers apply. The savings from said program shall not accumulate from year to year. It is the clear intention of the District and the Association that all of the savings generated

XIX.1

Revised 5/11/09

Ratified 5/22/97

Revised 6/17/98

Revised 6/16/99

Revised 1/12/04

Revised 3/14/05

Revised 5/28/08

1 by the waiver of benefit program shall be applied against health benefit increases during the
2 year for which the waivers apply before any payroll deduction for premium costs is
3 implemented. Any such payroll deduction for premium costs shall be calculated based upon
4 the composite rate for the plan selected by the unit member.

5
6 Any equity distributions/rebates from REEP shall be placed into a separate fund,
7 hereafter referred to as the Benefits Cost Offset Fund, Fund No. 110, to be used to offset
8 benefit cost increases. Written concurrence of the Association President, CSEA
9 President, and District Superintendent are required to remove/distribute any monies from
10 the Benefits Cost Offset Fund except for the distribution authorized below.

11
12 Each participating entity's (e.g., District, CSEA, BTA) proportionate share of any such
13 distribution, as determined by the ratio of employee lives to overall District participating
14 employee lives for the distribution year, shall be segregated within the separate Benefits Cost
15 Offset Fund. However, should said segregated fund exceed 50% of District premium
16 contributions for Bargaining Unit Members in a given fiscal year, the proportional share of the
17 excess shall be distributed equally in the following year to all then employed Bargaining Unit
18 Members (such distribution shall be accomplished as soon as practicable).

19
20 Any physical examination required by the District to verify illness or industrial accident
21 disabilities shall be at the District's expense. Unless otherwise prohibited by law, the District has
22 the option of requiring the physical examination to be given by a District-designated examiner.
23 Letter confirming Bargaining Unit member's health status from the Bargaining Unit member's
24 attending physician shall not fall under this paragraph.

25
26 Bargaining Unit Members shall have the option upon retirement (retirement is defined as
27 retirement through an approved STRS/PERS Plan) of maintaining their membership in the
28 District's group health insurance plan by paying in advance of due date the premiums due. Upon
29 reaching the age at which time state or federal medical programs are available, the retiree shall

XIX.2

Revised 5/11/09

Ratified 5/22/97

Revised 6/17/98

Revised 6/16/99

Revised 1/12/04

Revised 3/14/05

Revised 5/28/08

discontinue participation in the District plan. (Unit Members may also be eligible for additional benefits pursuant to Article XVII.)

MEDICARE

The District will offer Medicare to those who are qualified. The expense to Bargaining Unit member will be the Medicare rate (currently 1.45% of gross pay). The District will match the Bargaining Unit Member contribution, as required by Medicare law.

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 Observations:

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.

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- 1 E. All reports of unsatisfactory performance must be in writing and must enumerate
2 shortcomings in a specific manner. At least two (2) observations totaling at least
3 ninety (90) minutes or as mutually agreed upon during the pre-observation
4 conference shall take place prior to any negative comments or judgments being
5 included in the summary evaluation.
- 6 F. Each teacher is provided access to his/her personnel file and any evaluative data
7 contained therein as specified in the contract.
- 8 G. In addition, it is understood that everyone involved in the performance evaluation
9 system is to be provided with substantive due process, i.e. what is done in the
10 evaluation process is fair, rational and reasonable. This means that any teacher
11 whose classroom performance and professional goals do not meet district standards
12 must be given the time, the support, and the opportunity to improve.
- 13 H. If subsequent remedial action eliminated the negative evaluation and/ or the
14 identified deficiencies, the evaluation(s) citing such deficiencies shall be removed
15 from the evaluatee's file after a period of two (2) years if there has been no
16 recurrence of the problem.
- 17 I. The established grievance resolution procedure in this Agreement may be utilized
18 for processing any disputes which arise over evaluation. In the event that a dispute
19 arises and such dispute is resolved in favor of the evaluatee, no record of the
20 disputed portion of the evaluation shall be kept by the District in any file, office, or
21 place. Any such record(s) shall be delivered to the evaluatee for disposition.

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

25 **TIMELINE**

26 Within thirty (30) working days of the beginning
27 of the school year or anytime prior to
28 October 31stProfessional goals review and review
29of the evaluation procedure with all
30teachers on cycle.
31 First Semester.....At least one (1) formal observation
32
33 Second Semester.....At least one (1) formal observation
34
35 At least sixty (60) days prior to last
36 Teaching day.....Completion of summative evaluation
37form
38 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 District agrees that the hourly rate will be \$32.00 effective 9/1/05. The hourly rate will increase
9 thereafter by the same percentage increase that is applied to the Certificated Salary Schedule.
10

11 **DEPARTMENT CHAIR POSITIONS:**

12 District agrees to pay Department Chairperson \$100.00 per semester plus \$10.00 per class section
13 within that Department, per semester. Instructional Coordinators to be paid \$2.00 per semester plus
14 \$5.00 per class section offered on the master schedule for that department. Class sections per
15 Department to be verified by the Principal.
16

17 **CLASS COVERAGE:**

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 paid
21 \$5.00 per student per day when they absorb part of a class due to lack of a substitute for an absent
22 teacher.
23

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

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

1 Bargaining Unit Members who teach on their preparation period on a daily basis will have their
2 agreed upon additional pay included with each payroll check.

6 **COUNSELORS COMPENSATION**

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

10 **PSYCHOLOGIST' COMPENSATION:**

11 Compensation for psychologists will be placement on the teachers' salary schedule, plus 12.5%
12 responsibility factor. Psychologists working year will be 200 days. The annual salary will be based
13 on per diem multiplied by 200.

15 **SALARY SCHEDULE PROVISIONS**

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

18 One (1) step may be allowed for each year of teaching experience, except that the maximum
19 beginning salary allowed for previous experience shall be step fifteen (15) on the schedule.
20 Records of all previous experience must be filed with the Superintendent's Office when applying
21 for a position. A maximum of four (4) years of active service in the U.S. Armed Forces, or two (2)
22 steps on the salary scale, shall be counted toward placement credit in the same ratio as military
23 experience. Time served in the Peace Corps will be counted in the same ratio as military service.

24 Contracts shall be offered on the basis of the status of the employee in regard to credentials, degrees
25 held, and training taken prior to the date of offering the contract. When a Bargaining Unit Member
26 has completed the educational requirements for advancement to the next higher class, the
27 advancement to the new class and pay schedule will occur within 45 days of receipt of the official
28 transcripts verifying completion requirements for the class change. All semester unit work shall be
29 from a college or university accredited by a recognized accrediting organization used by the State

1 of California or Department of Education in California. All semester units must relate to the
2 academic growth of the teachers in his or her major or minor field. Ten (10) of the Thirty (30) units
3 required for Column Three (3) shall be graduate or upper division. Twenty (20) of the forty-five
4 (45) semester units required for Column Four (4) shall be graduate or upper division units. The
5 Bargaining Unit Member will be moved to the new class and advance to the correct step if
6 verification occurs during the first quarter of the school year. If verification occurs during the last
7 three quarters (3/4) of the school year, the Bargaining Unit Member will advance to the new class
8 and remain at the current step until the beginning of the next school year.

9
10 The Board of Education will make revisions in this schedule to conform with the provisions of the
11 State Education Code, court rulings, and legal opinions issued by the State Department of
12 Education.

13
14 The salary schedule applies to Bargaining Unit Members employed on a full-time basis. The salary
15 of all other Bargaining Unit Members shall be determined by the Board of Education in appropriate
16 relationship to the salary schedule.

17
18 Each Bargaining Unit Member is required to file in the Superintendent's Office a copy of official
19 transcripts of his college or university training. A Photostat copy of bachelor's or master's degrees
20 will serve for work taken prior to receiving either of these degrees. A record of advanced work
21 taken since receiving a degree should be shown by transcript from the college or work taken since
22 receiving a degree should be shown by an official transcript from the college or university.
23 Advancement on the salary schedule will be based upon the record filed.

24
25 A full year of "teaching experience" is defined as having been in a "paid status" for no less than
26 75% of the days a regular Bargaining Unit Member is required to be present on an annual basis.
27 Advancement on this salary schedule is contingent on securing a full year "teaching experience" for
28 each step advancement.

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 10 (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.

1 2.1.3 Written Reprimand

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

6
7 2.1.4 Suspension Without Pay

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

13 **3. NOTICE**

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

17
18 3.1 A statement of the specific acts or omissions upon which the action is based.

19
20 3.2 A statement of the cause(s) for which action is recommended;

21
22 3.3 Where applicable, the Education Code section, policy, rule regulation, or
23 directive violated;

24
25 3.4 Penalty proposed and effective date;

26
27 3.5 Copies of the documentary evidence upon which the recommendation is based;

28
29 3.6 A statement of the unit member's right to challenge the proposed action by
30 requesting a hearing pursuant to the arbitration procedures of Article X of this
31 Agreement subject to 5.1 below.

1 **4. ADMINISTRATIVE LEAVE**

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

7
8 **5. ARBITRATION**

9 5.1 Only written reprimands and suspension without pay may be appealed to
10 arbitration under the grievance procedure in Article X of the Agreement
11 commencing with the section on Arbitration Level. If timely appealed, the
12 penalty will not be applied until the arbitrator's decision is rendered, except for
13 just cause necessitating the immediate removal of the unit member from the
14 worksite. At arbitration, the just cause for earlier discipline, may be determined
15 by the arbitrator.

16 5.2 The Association must request arbitration by delivering written notice of appeal to
17 the superintendent within fifteen (15) working days after receipt of the notice of
18 suspension or written reprimand. If the Association does not demand arbitration
19 within the above timeline, the suspension without pay or letter of reprimand may
20 be imposed immediately by the superintendent or designee.

21
22 **6. CONFIDENTIALITY**

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

25
26 **7. EDUCATION CODE**

27 This Article is intended, for the purpose of suspension, to replace the provisions of Education
28 Code Section 44944, but will not apply to suspension pursuant to Education Code Sections
29 44939, 44940 or 44942. Nor is this Article intended to preclude the District's right to re-
30 elect or non-re-elect probationary unit member.

1 **ARTICLE XXIII**

2 **Summer School**

3
4 **POSTING**

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

7
8 **STUDENT ENROLLMENT**

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

12
13 **SELECTION**

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

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

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

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

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

1 (f) Tentative summer school assignments shall be made as soon as possible but no later than June
2 10. Such assignments shall be subject to enrollment.

3

4

PAY

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

8

9

SCHEDULING

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

11

12

NOTIFICATION

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

17

18

SICK LEAVE

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

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

- 1 professional growth advisor (the Assistant Superintendent of Instruction and Personnel).
2 The Unit Member may select any building principal of the Assistant Superintendent to
3 function as the Unit Member's advisor.
4
- 5 2. Participate in at least fifteen (15) hours of acceptable activity each year of the five (5)
6 year plan, unless the 150 hours have already been satisfied.
7
- 8 3. Submit, to the immediate supervisor or professional growth advisor, no later than June
9 1, a report setting forth the acceptable activities engaged in during the previous year,
10 including the number of hours of each such activity.
11
- 12 4. Take full responsibility for the submission, accuracy and truthfulness of all reports
13 relating to acceptable activities and the hours engaged therein as provided in Section 3
14 above.
15
- 16 5. Participate in a minimum of 150 hours of acceptable activities in accordance with the
17 professional growth program during the five (5) year period. Certification of full
18 compliance with the requirements of the five (5) year program shall be submitted by the
19 Unit Member, in writing, to the immediate supervisor or professional growth advisor, no
20 later than ninety (90) calendar days prior to the expiration of the five (5) year period.
21
- 22 This Article shall be subject to the grievance procedure under Article X of this Agreement only if
23 the processing of the grievance is approved by the Association Grievance Committee.

Banning Unified School District

Teachers' Salary Schedule

Effective July 1, 2009 (183.5 days)

	BA Degree	BA + 30 Units*	BA + 45 Units** or MA Degree	BA + 60 Units including MA or MA + 15 Units
Step	Class I	Class II	Class III	Class IV
1	\$41,512	\$43,404	\$45,391	\$47,115
2	\$43,064	\$45,025	\$47,088	\$48,873
3	\$44,672	\$46,708	\$48,845	\$50,697
4	\$46,342	\$48,452	\$50,669	\$52,586
5	\$48,070	\$50,260	\$52,554	\$54,540
6		\$52,130	\$54,511	\$56,573
7		\$54,072	\$56,540	\$58,675
8		\$56,082	\$58,641	\$60,855
9		\$58,167	\$60,822	\$63,114
10			\$63,076	\$65,455
11			\$65,417	\$67,882
12			\$67,845	\$70,395
13				\$73,004
14				\$75,709
15				\$75,709
16				\$75,709
17				\$78,507
18				\$78,507
19				\$78,507
20				\$81,410
21				\$81,410
22				\$81,410
23				\$84,424

Semester units earned after date of degree

* Ten of the 30 semester units shall be graduate work or upper division

** Twenty of the 45 semester units shall be graduate work or upper division

Maximum beginning step is Step 15

One step is allowed for each two years of military or Peace Corps duty to a maximum of four years, or two Steps

\$500 stipend for a doctorate degree on an annual basis

Banning Unified School District Counselors' Salary Schedule Effective July 1, 2009 (193.5 days)

	BA Degree	BA + 30 Units*	BA + 45 Units** or MA Degree	BA + 60 Units including MA or MA + 15 Units
Step	Class I	Class II	Class III	Class IV
1	\$46,397	\$48,514	\$50,734	\$52,662
2	\$48,135	\$50,327	\$52,634	\$54,626
3	\$49,933	\$52,206	\$54,595	\$56,662
4	\$51,798	\$54,153	\$56,632	\$58,775
5	\$53,730	\$56,175	\$58,742	\$60,963
6		\$58,267	\$60,931	\$63,232
7		\$60,437	\$63,194	\$65,581
8		\$62,683	\$65,545	\$68,020
9		\$65,016	\$67,982	\$70,540
10			\$70,502	\$73,158
11			\$73,119	\$75,872
12			\$75,831	\$78,684
13				\$81,598
14				\$84,618
15				\$84,618
16				\$84,618
17				\$87,750
18				\$87,750
19				\$87,750
20				\$90,994
21				\$90,994
22				\$90,994
23				\$94,360

Semester units earned after date of degree

* Ten of the 30 semester units shall be graduate work or upper division

** Twenty of the 45 semester units shall be graduate work or upper division

Maximum beginning step is Step 15

One step is allowed for each two years of military or Peace Corps duty to a maximum of four years, or two Steps

\$500 stipend for a doctorate degree on an annual basis

Banning Unified School District Psychologists' Salary Schedule Effective July 1, 2009 (199.5 days)

	BA Degree	BA + 30 Units*	BA + 45 Units** or MA Degree	BA + 60 Units including MA or MA + 15 Units
Step	Class I	Class II	Class III	Class IV
1	\$51,615	\$53,965	\$56,754	\$58,580
2	\$53,544	\$55,982	\$58,548	\$60,765
3	\$55,545	\$58,074	\$60,734	\$63,033
4	\$57,621	\$60,241	\$62,997	\$65,380
5	\$59,769	\$62,485	\$65,345	\$67,815
6		\$64,816	\$67,776	\$70,336
7		\$67,229	\$70,299	\$72,951
8		\$69,730	\$72,910	\$75,663
9		\$72,323	\$75,623	\$78,472
10			\$78,426	\$81,382
11			\$81,334	\$84,399
12			\$84,353	\$87,528
13				\$90,769
14				\$94,130
15				\$94,130
16				\$94,130
17				\$97,610
18				\$97,610
19				\$97,610
20				\$101,220
21				\$101,220
22				\$101,220
23				\$104,969

Semester units earned after date of degree

* Ten of the 30 semester units shall be graduate work or upper division

** Twenty of the 45 semester units shall be graduate work or upper division

Maximum beginning step is Step 15

One step is allowed for each two years of military or Peace Corps duty to a maximum of four years, or two Steps

\$500 stipend for a doctorate degree on an annual basis

Banning Unified School District

Extra Duty Assignment Salary Schedule

Effective July 1, 2009

Banning High School

Position	Percentage of Class III, Step 6	Assignment Stipend	Payable
Head Coach, Basketball	6.3%	\$3,434	Per Season
Head Coach, Volleyball	6.3%	\$3,434	Per Season
Head Coach, Softball	6.3%	\$3,434	Per Season
Head Coach, Tennis	5.4%	\$2,944	Per Season
Head Coach, Swimming	5.4%	\$2,944	Per Season
Head Coach, Soccer	5.4%	\$2,944	Per Season
Head Coach, Football	6.3%	\$3,434	Per Season
Head Coach, Boys' Baseball	6.3%	\$3,434	Per Season
Head Coach, Boys' Track & Field	6.3%	\$3,434	Per Season
Head Coach, Cross Country	5.4%	\$2,944	Per Season
Head Coach, Wrestling	6.3%	\$3,434	Per Season
Assistant Coach Positions	4.9%	\$2,671	Per Season
Flag and Attached Units	4.5%	\$2,453	Annually
Pep Squad	4.5%	\$2,453	Semester
Band	6.7%	\$3,652	Semester
Choir	4.5%	\$2,453	Annually
Drama	2.5%	\$1,363	Semester
Annual	5.0%	\$2,726	Annually
Department Chair***	0.5%	\$273	Semester
Instructional Coordinator****	0.5%	\$273	Semester
Site Coordinator	4.5%	\$2,453	Annually
Saturday School		35.84 per hour	
Home Teaching		35.84 per hour	
***Plus \$10.00 Per Class Section			
****Plus \$5.00 Per Class Section			
Varsity level extended season pay schedule: Total pay per season divided by the number of weeks in regular season equals weekly pay for extending season 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 unit 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.			

COOMBS AND NICOLET

Position	Percentage of Class III, Step 6	Assignment Stipend	Payable
MS Intramural Basketball	1.0%	\$547.00	Per Season
MS Intramural Volleyball	1.0%	\$547.00	Per Season
MS Intramural Softball	1.0%	\$547.00	Per Season
MS Intramural Flag Football	1.0%	\$547.00	Per Season
MS Intramural Cross Country	1.0%	\$547.00	Per Season
MS Intramural Track	1.0%	\$547.00	Per Season
MS Intramural Weight Lifting	1.0%	\$547.00	Per Season
MS Intramural Soccer	1.0%	\$547.00	Per Season
MS Band	3.0%	\$1,640.00	Annually
MS Yearbook	3.7%	\$2,022.00	Annually
MS Drama	1.5%	\$820.00	Annually

MIDDLE AND ELEMENTARY SCHOOLS

Position	Percentage of Class III, Step 6	Assignment Stipend	Payable
Academic Site Activity Coordinators			
MS/Elem. Site/Science/LEP Coordinator	4.5%	\$2,460.00	Annually
MS/Elem. Spelling Bee	0.5%	\$273.00	Per Event
MS/Elem. Math Field Day	0.5%	\$273.00	Per Event
MS/Elem. Language Arts Field Day	0.5%	\$273.00	Per Event
MS/Elem. Science Fair	0.5%	\$273.00	Per Event
MS/Elem. History Day	0.5%	\$273.00	Per Event
MS/Elem. Lead Teacher	0.5%	\$273.00	Semester
MS/Elem. Principal's Designee	0.5%	\$273.00	Semester
Department Chairs			
MS/Elem. Language Arts	0.5%	\$273.00	Semester
MS/Elem. Math Field Day	0.5%	\$273.00	Semester
MS/Elem. Science Fair	0.5%	\$273.00	Semester
MS/Elem. Physical Education	0.5%	\$273.00	Semester
MS/Elem. Electives	0.5%	\$273.00	Semester
MS/Elem. Social Studies	0.5%	\$273.00	Semester
MS/Elem. ESL	0.5%	\$273.00	Semester
MS/Elem. Special Education	0.5%	\$273.00	Semester
MS/Elem. SST Coordinator	0.5%	\$273.00	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 forgoing 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 unit 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.

CERTIFICATED EVALUATION

Teacher _____	School Site _____	Date _____
Evaluator _____	Classroom Observation Date _____	Conference Date _____

Teacher Status	Probationary <input type="checkbox"/> Permanent <input type="checkbox"/> Intern <input type="checkbox"/>	Formative Evaluation <input type="checkbox"/> Summative Evaluation <input type="checkbox"/> Other _____	Overall Evaluation Code: <div style="border: 1px solid black; padding: 5px; display: inline-block; width: 40px; text-align: center;">Code</div>	Needs Improvement Plan <input type="checkbox"/> Referral to PAR <input type="checkbox"/>
-----------------------	---	--	--	---

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

STANDARD	COMMENTS (Including Code)
STANDARD 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.	<div style="border: 1px solid black; height: 300px; width: 100%; position: relative;"> <div style="position: absolute; top: 10px; right: 10px; border: 1px solid black; padding: 5px; width: 50px; text-align: center;">Code</div> </div>

APPENDIX D.1

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

Page 1 of 5

STANDARD	COMMENTS (Including Code)
<p>STANDARD II: CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING</p> <p>Elements:</p> <p>2.1 Creating a physical environment that engages students.</p> <p>2.2 Establishing a climate that promotes fairness and respect.</p> <p>2.3 Promoting social development and group responsibility.</p> <p>2.4 Establishing and maintaining standards for student behavior.</p> <p>*2.5 Planning and implementing classroom procedures and routines that support student learning.</p> <p>2.6 Using instructional time effectively.</p>	<div data-bbox="1890 220 2003 355" data-label="Text">Code</div>
<p>STANDARD III – UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING</p> <p>Elements:</p> <p>3.1 Demonstrating knowledge of subject matter content and student development.</p> <p>*3.2 Organizing curriculum to support student understanding of subject matter.</p> <p>3.3 Using materials, resources, and technologies to make subject matter accessible to students.</p> <p>*3.4 Interrelating ideas and information within and across subject matter areas.</p> <p>3.5 Developing student understanding through instructional strategies that are appropriate to the subject matter.</p>	<div data-bbox="1890 886 2003 1036" data-label="Text">Code</div>

APPENDIX D.1

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

Page 2 of 5

STANDARD	COMMENTS (Including Code)
<p>STANDARD IV – PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR STUDENTS</p> <p>Elements:</p> <ul style="list-style-type: none"> *4.1 Drawing on and valuing students’ backgrounds, interests and developmental learning needs. *4.2 Establishing and articulating goals for student learning. *4.3 Developing and sequencing instructional activities and materials for student learning. *4.4 Designing short-term and long-term plans to foster student learning. *4.5 Modifying instructional plans to adjust for student needs. 	<div data-bbox="1890 220 2003 355" data-label="Text">Code</div>
<p>STANDARD V – ASSESSING STUDENT LEARNING</p> <p>Elements:</p> <ul style="list-style-type: none"> *5.1 Collecting and using multiple sources of information to assess student learning. *5.2 Involving and guiding students in assessing their own learning. *5.3 Communicating with students, families and others about student progress. *5.4 Using the results of assessment to guide instruction. 	<div data-bbox="1890 859 2003 993" data-label="Text">Code</div>

APPENDIX D.1

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

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

* 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.

NON-TEACHING CERTIFICATED EVALUATION

Teacher _____	School Site _____	Date _____
Evaluator _____	Observation Year _____	Conference Date _____
Teacher Status Probationary <input type="checkbox"/> Formative Evaluation <input type="checkbox"/> Permanent <input type="checkbox"/> Summative Evaluation <input type="checkbox"/>	Overall Evaluation Code:	<div style="border: 1px solid black; padding: 5px; display: inline-block;">Code</div>
		Needs Improvement Plan <input type="checkbox"/>
		Referral to PAR <input type="checkbox"/>

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

STANDARD	COMMENTS (Including Code)
<p>1. ADHERENCE TO ESTABLISHED PROCEDURES WITHIN THE SCOPE OF THE UNIT MEMBER'S ASSIGNMENT</p> <p>Implements established programs and provides required services; Maintains required records in an accurate and timely manner; Complies with adopted guidelines and school procedures; Supports district and school goals and objectives applicable to the unit member's assignment; fulfills adjunct duties as defined in the Collective Bargaining Agreement.</p>	<div style="border: 1px solid black; padding: 10px; width: 100px; margin: 0 auto;">Code</div>

APPENDIX D.2

STANDARD	COMMENTS (Including Code)
<p>2. FULMFILLMENT OF RESPONSIBILITIES AND DUTIES TO STUDENTS, PARENT, AND STAFF</p> <p>Is accessible to students, parents, and staff; communicates effectively with students, parent, and staff; works cooperatively with student, parent, and staff; uses discretion in handling confidential information.</p>	<div>Code</div>

STANDARD	COMMENTS (Including Code)
<p data-bbox="94 167 963 232">3. DEMONSTRATION OF KNOWLEDGE AND SKILLS OF THE ASSIGNMENT</p> <p data-bbox="142 232 1119 297">Demonstrates and applies current knowledge related to the assignment; Plans work throughout the year to meet required timelines.</p>	<div data-bbox="1848 196 1969 269">Code</div>

STANDARD	COMMENTS (Including Code)
4. OPTIONAL ADDITIONAL STANDARD(S) BY MUTUAL AGREEMENT (attached)	<div data-bbox="1894 251 2013 326">Code</div>

COMMENTS/SUMMATIVE

A Summative evaluation of “unsatisfactory” indicates that a Unit Member has received an unsatisfactory performance notation in any of the four non-teaching standards. A written improvement plan is required for any partially meets or unsatisfactory evaluation.

Administrator’s Signature and Date

Unit Member’s Signature and Date

Signature does not constitute agreement with evaluation

EVALUATION IS INVALID WITHOUT BOTH SIGNATURES.

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

Name _____ Subject/Grade _____

School _____ Date _____

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

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

EXAMPLES:

GOAL 1 By September 30th, 2000, I will have a written classroom management plan that is approved by the principal, posted in my room, is proactive and sent home to all parents. (Standard 2, 2.4, 2.5, 2.6)

GOAL 2 By June 15th, 2001, students in my class will demonstrate one years reading growth as measured by a pre test in September and a post test in June using running records, and the STAR computer test. (Standard 4, 4.1, 4.2, 4.3, 4.4, 4.5)

GOAL 1

GOAL 2

Banning Unified School District
Certificated Observation Form

_____ Teacher's Name		_____ Evaluator's Name
_____ Class Observed	_____ Grade Level	_____ Date

1. What State Content Standard (or District Standard for exploratory/elective classes) does this lesson address and how?
2. What instructional strategy will you be using?
3. What student activities will demonstrate that instructional strategy?
4. Are there any individuals or groups (English Learners, Special Education, Gifted and Talented) that the evaluator should be aware of?
5. How will you modify the lesson for the English Learners, Special Education, and Gifted and Talented students?
6. How will you determine if students have achieved the learning outcomes?

"Enlightening Young Minds"

Banning

UNIFIED SCHOOL DISTRICT

2010-2011

July

S	M	T	W	T	F	S
				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

S	M	T	W	T	F	S
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

S	M	T	W	T	F	S
			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

S	M	T	W	T	F	S
					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

S	M	T	W	T	F	S
	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

S	M	T	W	T	F	S
			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	

January

S	M	T	W	T	F	S
						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					

February

S	M	T	W	T	F	S
		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

S	M	T	W	T	F	S
		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

S	M	T	W	T	F	S
						1
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

S	M	T	W	T	F	S
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

S	M	T	W	T	F	S
			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:

New Teacher Orientation:	8/12/10
All Teachers Return:	8/23/10
First Day of School:	8/26/10
**SBCP Days—Optional:	8/19-20/10
1st Quarter Ends:	10/22/10
1st Semester Ends:	1/21/11
3rd Quarter Ends:	4/1/11
2nd Semester Ends:	6/16/11
Middle School Promotional:	6/16/11
High School Graduation:	6/16/11
Last Day of School:	6/16/11
Last Teacher Workday:	6/17/11
California Standardized Testing:	4/25/11 thru 5/23/11
Minimum Days:	
Elementary -	11/1-5/10; 2/2-4/11; 4/13-15/11
Secondary -	1/19-21/11; 6/14-16/11

Holidays and Local Breaks:

Independence Day* (Observed)	7/5/10
Labor Day*	9/6/10
Veterans Day*	11/11/10
Thanksgiving Break	11/22-26/10
Thanksgiving Holiday*	11/25-26/10
Winter Break	12/23/10 thru 1/7/11
Christmas Day Holiday*	12/24/10
Floating Holiday*	12/23/10
New Year's Day Holiday*	12/31/10
Martin Luther King Jr. Day*	1/17/11
Washington's Birthday* Observed	2/21/11
Lincoln's Birthday* Observed	2/25/11
Presidents' Week Recess	2/21-25/11
Good Friday Holiday*	4/22/11
Spring Break	4/18-22/11
Memorial Day Holiday*	5/30/11

*CSEA Paid Holidays

SBCP Day Information: Employee must attend entire SBCP day, or full day equivalent, in order to be paid for each day. Each day is equivalent to 7 hours. .005 of annual salary is the rate of pay.

Legend:

	Holiday
	School not in session
	Professional Development Day—No Students
	Staff Work days (4)
	End of Quarter
	End of Semester
	Minimum Day—Elementary
	Minimum Day—Grades 7-12
	Minimum Day—Students & Staff
	CST Testing Window

APPENDIX F

DEFINITIONS

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

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

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

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

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

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

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

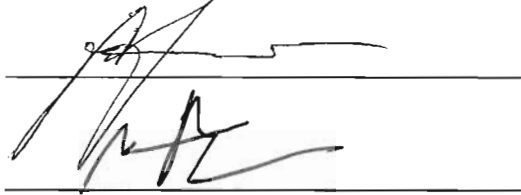
This Memorandum of Understanding (hereinafter referred to as "MOU") is entered into on May 7, 2010 by and between the Banning Unified School District (hereinafter referred to as "District") and the Banning Teachers Association (hereinafter referred to as "Association").

WHEREFORE, the parties agree as follows:

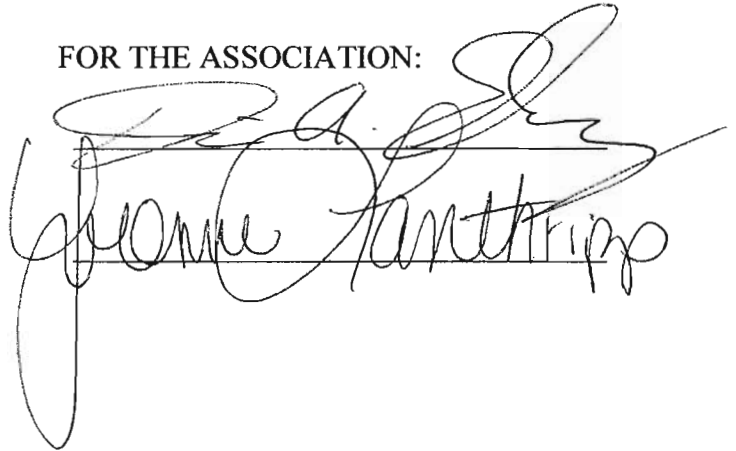
1. A Bargaining Unit Member who transfers to a Quality Education Investment Act School (QEIA) shall be provided up to five hundred dollars (\$500) to purchase classroom materials via district purchase order and/or proof of purchase.

This MOU shall be effective for the duration of QEIA funding.

FOR THE DISTRICT:

Two handwritten signatures are written over two horizontal lines. The first signature is a stylized, cursive 'A' followed by a horizontal stroke. The second signature is a cursive 'H' followed by a horizontal stroke.

FOR THE ASSOCIATION:

A large, stylized handwritten signature is written over two horizontal lines. The signature is cursive and appears to read 'Gloria Anthony'.

SIGNATURES ON FILE

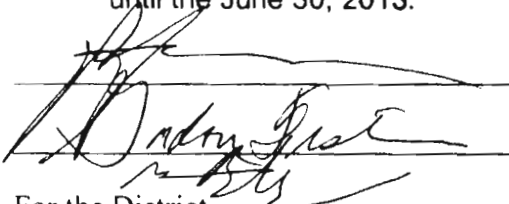
MEMORANDUM OF UNDERSTANDING 2010-2011

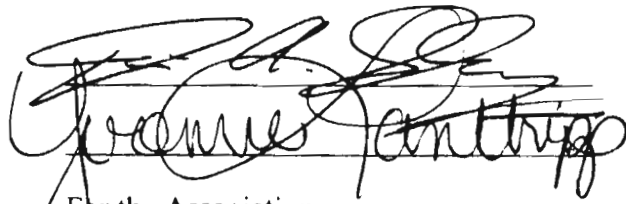
May 7, 2010

This Memorandum of Understanding is made and entered into this 7th day of May 2010, by and between the Board of Education of the Banning Unified School District ("District") and the Banning Teachers Association ("BTA"). From this point forward will be known as the Parties.

Pursuant to the Collective Bargaining Agreement 2008-2009 between the "District" and "BTA", the parties' have met and negotiated in good faith and have completed their negotiations for a successor collective bargaining agreement. The parties' hereby agree as follows:

- A. All articles and provisions of the parties' 2008-2009 Agreement are incorporated as part of the parties' Successor Agreement except (1) as modified by this Memorandum of Understanding, or (2) as required to make appropriate, non-substantive language corrections.
- B. For the 2010-2011 school year, the District and BTA agree to the following compensation changes effective July 1, 2010 and expire June 30, 2011.
1. Health and Welfare Benefits, Article XIX: The District shall pay the increased costs of health and welfare benefits over the contracted cap amount of \$9,944.00 for BTA bargaining unit members, for the 2010-2011 school year. The parties agree on a health plan (which includes dental, and vision) that is substantially similar to that offered in 2008-2009 but increases the Medical Doctor Office visit to \$25.00 known as Anthem HMO Medical Plan 2 Design. This shall be accomplished by increasing the cap using the historical mechanism for the 2010-2011 school year. The mechanism will be, the waiver of benefits accounting and the prorated per BTA member portion of the Riverside Employer Employee Partnership Rebate funds as of March 31, 2010.
 2. In addition to Anthem Plan 2 the Bargaining unit will have the option to enroll in a Health Saving Account, known as H.S.A. Plan 1. The District, with the support of REEP, will deposit the positive dollar amount between HMO plan 2 and HSA Plan 1 into an agreed upon Bank account in the participants' name.
 3. Attendance Incentive, Article XVII: BTA agrees to suspend the monetary incentive.
 4. Eliminate one half day from the unit members contracted work year. The contracted work year will be; Teachers 183.5, Counselors 193.5, and Psychologist 199.5.
- C. For the 2010-2011 successor Agreement, the District and BTA agree to the following contract language changes effective July 1, 2010.
- School Calendar "Version B" and its template are approved by both BTA and the District until the June 30, 2013.


For the District


For the Association

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

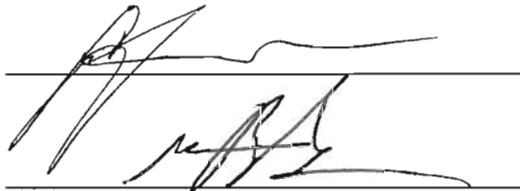
This Memorandum of Understanding (hereinafter referred to as "MOU") is entered into on May 7, 2010 by and between the Banning Unified School District (hereinafter referred to as "District") and the Banning Teachers Association (hereinafter referred to as "Association").

WHEREFORE, the parties agree as follows:

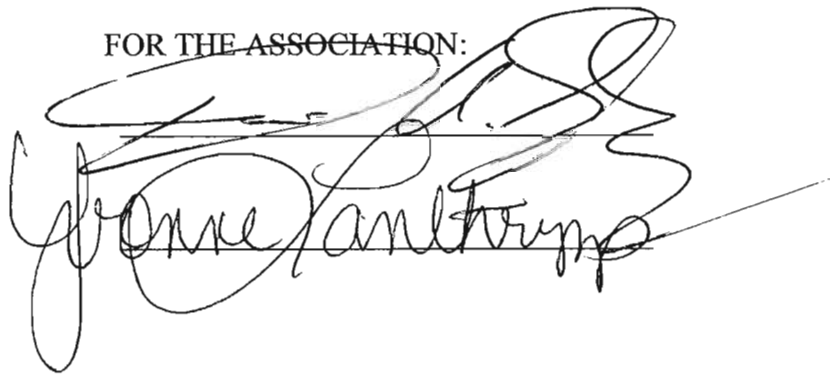
1. The class size at New Horizons High School is raised to 25 students per class.
2. The Teacher On Special Assignment (TOSA) position at New Horizons High School is eliminated.

This MOU shall be effective for the 2010/2011 and 2011/2012 school years only, and will expire on June 30, 2012.

FOR THE DISTRICT:

Two handwritten signatures in black ink, one above the other, on a horizontal line.

FOR THE ASSOCIATION:

A large, stylized handwritten signature in black ink, written over a horizontal line.

SIGNATURES ON FILE