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, 2025- JUNE 30, 2028

Revised 2026.07

Collective Bargaining Agreement
Banning Unified School District and
Banning Teachers Association
For 2025-2028

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ARTICLE 1 - AGREEMENT

The Articles and provisions contained herein constitute a binding Agreement ("Agreement") by and between the Board of Trustees of the Banning Unified School District ("Board") and the Banning Teachers Association (BTA) ("Association"), and employee organization. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code ("Act"). This Agreement shall remain in full force and effect from July 1, 2025, until June 30, 2028.

Johnny Baker, Banning USD	Randy Robinson, BTA Representative
6/23/2025	6/23/2025
Date	Date

ARTICLE 2 - RECOGNITION

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

ARTICLE 2.1- INDIVIDUAL CONTRACTS

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

ARTICLE 3 - ASSOCIATION RIGHTS

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

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

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

ARTICLE 3.1-NEW CERTIFICATED STAFF ORIENTATION

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

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

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

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

ARTICLE 3.2- SHARING EMPLOYEE INFORMATION

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

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

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

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

ARTICLE 3.3- UNION RELEASE TIME

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

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

ARTICLE 4 - ORGANIZATIONAL SECURITY

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

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

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

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

ARTICLE 5 - NEGOTIATIONS PROCEDURE

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

Re-openers:

For the 2026-27 and 2027-28 school years, the parties shall be limited to open only Salary (Article 20), Health and Welfare Benefits (Article 18) plus two items/articles presented by each side (except as noted in Articles 7 and 8). Additional articles can be added to a reopener year if mutually agreed up on by both parties, the District and BTA.

Successor Agreement:

For the 2028-29 school year, the parties agree that the entire Agreement shall be open.

Notification:

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

ARTICLE 6 - MAINTENANCE OF STANDARDS

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

ARTICLE 7 - SAVING CLAUSE

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

ARTICLE 8 - STATUTORY CHANGES

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

ARTICLE 9 - MEMBER SAFETY

ARTICLE 9.1- STUDENT DISCIPLINE, CONFIDENTIAL MATERIAL AND CORPORAL PUNISHMENT

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

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

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

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

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

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

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

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

ARTICLE 9.2- ASSAULT AND BATTERY

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

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

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

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

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

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

ARTICLE 9.3- TELEPHONES

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

ARTICLE 9.4- GENERAL SAFETY CONDITIONS

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

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

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

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

ARTICLE 9.5 - RESTROOMS AND TOILETING

The District shall not assign, request, or require certificated staff to perform diapering, toileting, or clothing changes for students.

ARTICLE 9.6 - CLASSROOM HEALTH AND SAFETY

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

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

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

ARTICLE 9.7 – WORK ORDERS

The District will provide an impacted member notification of worker order submission, status, and completion. If there is a dispute about the completion of the worker order, the member can elevate it to the Director of Maintenance and Operations. In the event that no satisfactory resolution is reached, the BTA president and the Assistant Superintendent of Business Services will be notified.

ARTICLE 9.8- SAFETY INSPECTION REPORTS

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

ARTICLE 9.9- ENVIRONMENTAL CONDITIONS

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

ARTICLE 9.10- EMERGENCY PROCEDURES

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

The District will provide a pre-approved list, mutually agreed upon with the bargaining unit, to reimburse members for safety window coverings by September 30, 2022. There shall be an established safety committee for the purpose of developing and maintaining efficient and

effective safety practices for students and employees, such as; alternative locking devices, single points of entry, emergency protocols, and maintain the functioning of the District-wide state of the art camera system. The committee's membership shall be composed of an equal number of members being named by BTA and the District.

ARTICLE 9.11 LEGAL DEFENSE

A. If civil proceedings are brought against a unit member in connection with employment, such unit member may request the Board to furnish legal defense counsel in such proceedings. If the Board does not provide such counsel and the unit member prevails in the proceedings, then the Board shall reimburse the unit member for defense counsel fees incurred and shall reimburse the unit member for any loss in salary. (Government Code ¶995-996.4)
B. A unit member may seek a restraining order against a parent, community member, or student who has willfully and maliciously disrupted school activities or threatened to inflict an unlawful injury on the unit member for school business purposes. The unit member shall inform his/her site administrator that a restraining order will be sought. If the restraining order is obtained, the unit member's absence shall be considered official school business, and there shall be no deduction of sick leave or salary. A copy of the restraining order must be provided to the site administrator and Human Resources office.

ARTICLE 9.12 EMPLOYEES LIABILITY

Employees shall not be held liable for any loss of, or damage to items of school property used away from the school premises when such use is done with the prior written consent of the employee's supervisor, unless such loss or damage is due to the fault of the employee.

ARTICLE 9.13 – REIMBURSEMENT FOR PERSONAL PROPERTY LOSS OR DAMAGE

The District shall reimburse unit members for personal instructional equipment lost or damaged due to burglary on District property. The District will also cover repair costs when a unit member's vehicle is damaged on school grounds due to the fault of a District employee operating a District vehicle. The District may reimburse unreimbursed costs not covered by insurance for vandalism to a unit member's personal vehicle occurring on District property while the unit member is on duty. A police report must be filed for all such incidents, and proof of value or repair documentation may be requested by the Business Services Department.

ARTICLE 9.14 – AUDIO/VIDEO MONITORUNG AND SURVEILLANCE POLICY

The District may utilize audio/video surveillance systems in designated public areas of school sites and District facilities for the purpose of promoting safety, protecting property, and deterring misconduct.

The District shall not install or operate security cameras, nor use any recorded footage, in violation of applicable state or federal laws, including but not limited to the California Constitution (Article I, Section 1), the Fourth Amendment of the United States Constitution, California Penal Code § 632, and any other relevant statutes or case law governing privacy and surveillance.

Security cameras shall not be placed in areas where unit members have a reasonable expectation of privacy, including but not limited to restrooms, locker rooms, break rooms, classrooms, or private offices.

Video and access control security records will not be used for purposes related to the evaluation of employee job performance, nor will they be used as a means to track employee attendance and/or as a timekeeping record. Audio/video footage will only be used if an incident triggers the need for evidence from the cameras and footage will only be used if an incident triggers the need for evidence from the cameras and footage shall not be used as the sole basis for unit member discipline. Prior to any disciplinary action based on surveillance footage, the unit member shall be notified of the existence and relevance of the footage; provided an opportunity to review the footage; given a reasonable opportunity to respond to the allegations; and afforded all procedural rights consistent with this agreement, District policies, and state law.

The District will provide the BTA President with a 30-day written notice before installing new cameras or implementing changes to the campus security camera policy, including the installation or activation of any new security or surveillance technology. BTA will have 30 days to respond if they believe the proposed cameras or policy changes are not in compliance with the campus security camera policy, prior to any activation.

ARTICLE 10 - GRIEVANCE PROCEDURE DEFINITIONS

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

ARTICLE 10.1- INFORMAL RESOLUTION

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

ARTICLE 10.2- FORMAL RESOLUTION, LEVEL ONE

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

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

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

ARTICLE 10.3- FORMAL RESOLUTION, LEVEL TWO

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

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

ARTICLE 10.3- FORMAL RESOLUTION, LEVEL THREE

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

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

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

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

The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation, misinterpretation, or misapplication of this Agreement in the respect alleged in the grievance. The decision of the arbitrator shall be based upon the evidence and arguments presented to him/her by the respective parties and upon generally accepted rules of contract construction and interpretation.
The function and purpose of the arbitrator is to determine disputed interpretation of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall, therefore, not have authority, nor shall he/she consider its his/her function to decide any issue not submitted or to so interpret or apply the Agreement as to change what can clearly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. Past practice of the parties in interpreting or applying terms of the Agreement may be utilized by the arbitrator in accordance with generally accepted rules of contract construction and application. The arbitrator shall not render any decision or award, or fail to render any decision or award, merely because in his/her opinion such decision or award is fair or equitable.

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

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

ARTICLE 10.4- MISCELLANEOUS PROVISIONS

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

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

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

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

ARTICLE 11 - TRANSFER POLICIES

ARTICLE 11.1 VOLUNTARY TRANSFER

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

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

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

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

ARTICLE 11.2- INVOLUNTARY TRANSFER

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

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

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

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

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

ARTICLE 12 - CLASS SIZE

ARTICLE 12.1 UNIVERSAL TRANSITIONAL KINDERGARTEN (TK)

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

ARTICLE 12.2- GRADES KINDERGARTEN - 5

Local Control Funding Formula (LCFF) Concentration Grant funding will support increased and improved services to provide each Kindergarten classroom an instructional aide for full day support (no less than three (3) instructional hours).

The District will have a twelve (12) day grace period, beginning on the first day of school to address any physical student enrollment overages. The bargaining unit member will qualify for the stipend on the thirteenth (13th) day of the first trimester and from the first day a student is physically present during the remaining trimesters.

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

K-5 (excluding Dual Immersion, Special Ed, Gate, Opportunity), the district shall also ensure class size equity, i.e. no more than two (2) students over the site average for that grade level. Sites with more than one (1) Dual Immersion class per grade will require the District to balance those classes within two (2) students.

ARTICLE 12.3- GRADES 6 - 12

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

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

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

ARTICLE 12.4 – CAREER TECHNICAL EDUCATION (CTE)

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

ARTICLE 13 - HOURS OF EMPLOYMENT

ARTICLE 13.1- ELEMENTARY HOURS

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

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

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

ARTICLE 13.2- ELEMENTARY PROFESSIONAL ACTIVITIES

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

events shall not exceed two (2) hours. Any teacher assigned to multiple school sites shall attend only one (1) Back to School Night and one (1) Open House at their designated home site.

ARTICLE 13.3- ELEMENTARY PARENT CONFERENCE DAYS

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

ARTICLE 13.4- ELEMENTARY PLANNING TIME

Using early release days specified on the annual calendar listed in Appendix E, the District shall provide elementary Bargaining Unit Members with fifty (50) contiguous minutes per week planning time. Elementary planning time shall not be used for staff meetings unless there is a majority agreement by all affected Bargaining Unit Members to do so. Planning time referred to in this contract may be used as planning, conference, and/or preparation for classes. The District will provide elementary PE specialist teachers to increase elementary teacher planning time and meet PE minutes as required per California Ed Code. During weeks shortened due to holidays, a substitute will be available to provide PE services. For weeks shortened due to minimum days, weekly preparation time may be shortened but will remain equitable amongst elementary teachers. Any prep time not received within two (2) weeks will be paid at the hourly rate.

At the beginning of the school year, the District shall provide all elementary teachers with not less than one (1) uninterrupted work day and another one-half (1/2) uninterrupted work day in

self-directed on-site preparation time to be scheduled in consultation with the site Bargaining Unit Members. The full day need not be contiguous with the half-day.

ARTICLE 13.5- SECONDARY HOURS

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

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

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

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

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

Secondary Bargaining Unit Members serving at the district level (e.g., nurses and itinerant teachers' et al.) shall comply with daily working hours, not to exceed that of the daily working hours required of Bargaining Unit Members at the site started from. Secondary Bargaining Unit

Members who travel from one school to another on a regular basis shall have the same rights to a planning period, lunch period, and physical relief break as do other Bargaining Unit Members. Agreement between BUSD and BTA, August 2, 2022.

ARTICLE 13.6- MIDDLE SCHOOL PARENT CONFERENCE WEEK

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

The District may, at its discretion, designate any portion of the Parent-Teacher Conference sessions during either Conference Week for Professional Development (not to exceed 2 days), with at least 2 weeks advance notice to bargaining unit members.

ARTICLE 13.7- SECONDARY PLANNING TIME

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

ARTICLE 13.8 SECONDARY PROFESSIONAL ACTIVITIES

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

ARTICLE 13.9 BARGAINING UNIT MEMBERS AS SUBSTITUTES

No Bargaining Unit Member will be scheduled to teach as a substitute during said Bargaining Unit Member's regular workday except in cases of emergency or those absences lasting one hour or less. "Emergency" is defined as those things which occur unexpectedly during the confines of the same workday in which the substitute is required. If no substitute is available, the District will first seek volunteers for substitute service. If no volunteers are available, assignments of substitute duty will be made on an equitable basis from among available Bargaining Unit Members. A half-day substitute should be hired for any scheduled event that requires any Bargaining Unit Member to miss two (2) or more periods/hours of class. An elementary Bargaining Unit Member, who takes extra students because no substitute is available will be compensated, $10 per extra student per day.

Bargaining Unit Members, curriculum coaches, intervention teachers, special education teachers, and counselors will be compensated at one sixth (1/6th) of their daily per diem rate of pay when

they provide secondary period or hourly elementary coverage on their preparation class period. No aforementioned unit members shall have to cover an entire class for more than one (1) period/hour.

ARTICLE 13.10- PRESERVATION OF BARGAINING UNIT POSITIONS

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

ARTICLE 13.11 ASSIGNMENT TO TEACH ON PLANNING/PREPERATION PERIOD

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

ARTICLE 13.12- PART-TIME EMPLOYMENT SHARING

Should the District consent to a part-time contract for a Bargaining Unit Member, the salary, benefits, hours and other conditions for the part-time Bargaining Unit Member shall be in proportion to the full-time equivalency of the individual arrangement. (e.g., A Bargaining Unit Member working under a one-half (1/2) time contract would receive 50% of his/her salary and be required to spend one-half (1/2) work day at the work site, will receive one-half (1/2) of the preparation/conference time of the full-time Bargaining Unit Member, and one-half (1/2) the fringe benefits of full-time Bargaining Unit Members.) The Bargaining Unit Member may provide the difference in cost to equal full coverage provided a full-time Bargaining Unit

Member. Such arrangements as are amicable to the District and the Bargaining Unit Member may be made in which case hours of employment and salary shall be proportional to the full-time equivalent of the individual arrangement.

ARTICLE 13.13- BELL SCHEDULES

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

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

ARTICLE 13.14- PROFESSIONAL DEVELOPMENT DAYS

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

ARTICLE 13.15- SHORT TERM INDEPENDENT STUDY

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

For the 2025–2026 school year, three (3) additional Professional Learning Days shall be added to the work year calendar. These days shall be scheduled for June 10, June 11, and June 12, 2026.

For the 2026–2027 school year, one (1) additional Professional Learning Day shall be added to the work year calendar on January 5, 2027.
Attendance at these Professional Learning Days shall be mandatory for all bargaining unit members.

These days occur outside of and in addition to the regular work-year calendar and shall not be considered an increase to the established work year. Employees shall be compensated at their per diem rate for each day.

ARTICLE 14 – SPECIAL EDUCATION

ARTICLE 14.1- WORK YEAR

Special Day Class Teacher…… 185 days

Resource Specialist…….. 185 days

Adaptive Physical Education……..……. 185 days

Speech Language Specialist…….……..… 192 days

Psychologist…….. 196 days

Mental Health Therapist (MHT)…….…….. 196 days

When the District conducts district-wide professional development, it shall offer alternative professional development opportunities and/or collaboration sessions directly applicable to Special Education, if the District, in collaboration with BTA, determines the scheduled training is not relevant to the roles or responsibilities of Special Education staff.

ARTICLE 14.2 - DEFINITIONS

(a) **Caseload** refers to the number of students with IEPs for whom a Special Education Teacher is assigned as the case carrier, and each student is counted as "one" no matter the needs or severity.

(b) **Class Size** for the intent of this article is the number of students on a special education teacher's classroom roster. The number of students assigned to a special education teacher for instruction during an instructional period (secondary) or scheduled instructional time block (elementary), as noted on the unit member's roster.

(c) **Resource Specialist** is a special education teacher who provides direct and indirect services to students.

(d) **Special Day Class Teacher** is a special education teacher who provides instruction and direct services to the same group of students for the majority of the students' school day.

(e) **Support Staff** is a non-unit member who assists certificated staff in the delivery of instructional and/or behavioral support services to students under the supervision of a credentialed educator.

(f) **Direct Service Class** is a class where all students have an IEP and a special education teacher serves as the teacher of record and is responsible for course planning, instruction, grading, and attendance.

(g) **Indirect Service Class** is a class where a special education staff member provides support in a general education classroom. Cooperative planning is encouraged, but grading and attendance record keeping is the responsibility of the teacher of record.

ARTICLE 14.3 - CASELOAD AND CLASS SIZE

Except for the first ten days of the school year, caseload size can only be exceeded if the case carrier agrees. The case carrier shall receive two (2) hours per week per additional student, compensated at the hourly rate. Under no circumstances shall the caseload exceed more than two (2) additional students.

Caseload Class Size Maximums:

Mild/Moderate Special Day 16
Moderate/Severe Special Day.....12
Resource Specialist.....28
Itinerant Resource Specialist……26 (24 if required to go to more than 2 sites)
Intensive Behavioral Intervention (IBI) Class…….....12
Adaptive PE……..45
Speech and Language Specialist (LEA average) 55

The maximum caseload for a Speech and Language Specialist who serves more than twenty-eight (28) students with exceptional needs, ages three to five, shall not exceed forty (40) students.

Class Size Maximums:

Except for the first ten days of the school year, class size can only be exceeded if the case carrier agrees. The case carrier shall receive two (2) hours per week per additional student, compensated at the hourly rate. Under no circumstances shall the class size exceed more than two (2) additional students.

Preschool Special Day Classes.....12
Elementary Special Day (Mild/Mod) Classes.....16
Elementary Special Day (Mod/Severe) Classes.....12
Intensive Behavioral Intervention (IBI) Class.....12
Secondary Mild/Moderate Direct Service Classes.....16
Moderate/Severe (Life Skills, ID, Autism) 12

ARTICLE 14.4 – PLANNING TIME

BTA members who hold a Special Education credential and are using that credential in a FTE position as a secondary level RSP, and Mild/Moderate SDC Special Education teacher will be provided one (1) additional full prep period for IEP services, testing/assessments, parent Agreement communication, IEP meetings, students visits, and quarterly progress reports. Secondary Moderate/Severe teachers will be provided three (3) full days per month for the same responsibilities, or at the District's discretion, one (1) additional full prep period similar to RSP and Mild/Moderate SDC teachers.

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

ARTICLE 14.5 – EQUITABLE DISTRIBUTION

To ensure equitable distribution of instructional responsibilities among secondary Resource Specialists, the District shall limit the assignment of Direct Service classes to no more than two (2) per day, unless the unit member agrees to surrender a conference/preparation period pursuant to Article 13.12. Resource Specialists shall utilize all other non-preparatory instructional periods to provide direct support to students on their caseload, which may include Indirect Services within general education classrooms.

ARTICLE 14.6 – EVALUATIONS

Unit members who have Special Education assignments as identified in Section 14.1 shall be evaluated in accordance with the provisions of Article XIX – Evaluation Procedures. If, following the first formal observation, the unit member receives an Unsatisfactory rating, the unit member may request that the second formal observation/evaluation be conducted by a Special Education administrator. If the request is denied, the District shall communicate the reason in writing to the unit member.

ARTICLE 14.7 – TRANSFER AND REASSIGNMENT

Unit members who have Special Education assignments as identified in Section 14.1 shall receive transfers and reassignment rights in accordance with the provisions of Article XI – Transfer Policies.

ARTICLE 14.8 – FLEXIBLE SCHEDULING

All unit members noted in Article 14.1 shall be required to work the 185-day calendar assigned to all other certificated unit members.
Special education unit members who are scheduled to work more than 185 days shall have flexibility in scheduling their additional days. A proposed work calendar must be submitted to their supervisor for approval no later than May 30 for the upcoming school year. The District will ensure that individual schedules support Extended School Year (ESY) staffing and other program or student needs. Proposed schedules shall not be unreasonably denied. If the proposed schedule is denied, the supervisor shall meet with the affected unit member to explain the reason for the denial.

All special education unit members shall receive a tentative assignment for the upcoming school year, including work location, no later than May 30. These assignments are considered tentative and may be adjusted based on program needs.

ARTICLE 14.9 – SUPPORT STAFF

To support the academic success, safety, and well-being of students with special needs, the District shall maintain the following minimum staffing levels of support:

Special Day Class (SDC):

a) Each Mod/Severe SDC classroom and each Intensive Behavior Intervention (IBI) SDC classroom shall be assigned a minimum of two (2) support staff.
b) Each Mild/Mod SDC classroom shall be assigned a minimum of one (1) support staff.

Resource Specialist: Each Resource Specialist shall be assigned a minimum of one (1) support staff.

These minimum assignments do not include IEP-mandated personnel (i.e. 1:1 Para educators).

In the event of a vacancy, the District shall seek to fill the position with a permanent employee. If no permanent employee is available, the District shall attempt to assign a substitute employee either from its internal substitute pool or through an external contracting agency.

ARTICLE 14.10 – NURSE STAFF SUPPORT

The District shall conduct an annual review of school nurse staffing levels and shall request input from the Association when establishing appropriate staffing.

ARTICLE 14.11 – IEP MEETINGS

Meetings that require scheduling outside the unit member's workday will require advanced notice of no less than 7 days. If the meeting needs to be scheduled and started outside of the unit member's work day, the unit members shall be compensated at the hourly rate of pay.

Unit members shall not be required to attend before and after school IEP meetings on the same day.

ARTICLE 14.12 - ADDITIONAL SUPPORT OUTSIDE OF CASELOAD

To ensure compliance with mandated timelines, the District shall designate a certificated special education teacher to complete all duties related to evaluation, testing, reporting, and IEP meetings for students assigned to unit members on extended leave or vacant special education positions. This provision applies solely to existing caseload students and does not include responsibilities related to initial IEPs.

The District shall first seek volunteers to perform these duties. If no volunteers are available, the District shall assign duties to special education unit members on a rotational basis.

A stipend of $1,000 per student shall be provided to the designated special education teacher for each completed evaluation, inclusive of assessment, documentation, and IEP facilitation.

ARTICLE 15 - PEER ASSISTANCE AND REVIEW PROGRAM

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

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

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

2. Types of Program Participation

A. A Referred Participating Teacher is an experienced teacher with permanent status who is placed in the program as a result of unsatisfactory mark in any of the six (6) performance standards.

B. A Volunteer Participating Teacher is a permanent status teacher who has requested the assignment of a Consulting Teacher. The Joint Committee shall consider the requests and their impact on the Peer Assistance Program budget.

C. Probationary Teachers and other unit members without permanent status may request the assignment of a Consulting Teacher. If the assignment is made, the Consulting Teacher shall serve as a resource only.

D. The Joint Committee will select Consulting Teachers for Referred Participating Teachers and others who have been approved. Referred Participating Teachers may request a change of Consulting Teacher once while in the program.

3. Consulting Teachers

A. A Consulting Teacher is a teacher who provides assistance to a Participating Teacher pursuant to the Peer Assistance and Review Program. They shall possess a minimum of the following qualifications.

1. Be credentialed classroom teacher with permanent status

2. Have a minimum of three years of valid credentialed experience in the District.

3. Have demonstrated exemplary teaching ability as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different context.

4. If a permanent BUSD teacher does not apply, or a permanent teacher applies who does not meet or possess the requisite expertise, the District will have the flexibility to hire a teacher from outside the District who has a professional clear credential or had one at the time of their retirement.

B. Responsibilities of Consulting Teachers.

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

1. Set and discuss performance goals with the Referred Participating Teacher and assist in developing an individual performance plan.

2. Multiple observations of the Referred Participating Teacher during periods of classroom instruction.

3. Assist Referred Participating Teachers by demonstrating, coaching, conferencing, referring, or by other activities which, in their judgment, will help the Referred Participating Teacher.

4. Meet and consult with the evaluating administrator who referred the Participating Teacher.

5. Use district resources to assist the Referred Participating Teacher.

6. Monitor the progress of the Referred Participating Teacher and maintain written record. A final report shall be submitted.

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

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

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

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

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

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

4. Referred Participating Teacher

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

1. The Referred Participating Teacher, the Consulting Teacher, and the evaluating administrator are expected to develop an ongoing cooperative relationship.

2. The Referred Participating Teacher with an unsatisfactory evaluation shall be identified to the Joint Committee by the evaluator. The evaluator shall also provide specific written recommendations for improvement.

3. The evaluator and the assigned Consulting Teacher shall meet with the Referred Participating Teacher to discuss the recommended areas of improvement and the types of assistance to be provided. The group shall then meet upon the request of any of the parties.

4. The Consulting Teacher will review the recommended areas of improvement, provide assistance in those areas, do multiple observations of the Referred Participating Teacher, and make available the report of the Referred Participating Teacher's participation for placement in the personnel file. The assistance provided should address the areas for improvement noted by the evaluator and should take into consideration state and local standards, as well as the California Standards for the Teaching Profession.

5. The Joint Committee will review the reports made by the Consulting Teacher and make available the reports of the Referred Participating Teacher's progress in the program as part of the evaluation process. The Joint Committee shall make recommendations to the governing board regarding the Referred Participating Teachers, including forwarding of

names of individuals who are unable to demonstrate satisfactory improvement.

6. The evaluator shall be solely responsible for evaluation and making the initial recommendations for improvement pursuant to the evaluation. The Consulting Teacher shall assist the Referred Participating Teacher in improving in the areas identified by the evaluator.

7. Before April 1 annually, the Consulting Teacher shall prepare a written report summarizing the Referred Teacher's participation in the program, consisting solely of: (1) A description of the assistance provided to the Referred Teacher, and (2) a description of the results of the assistance in the targeted areas. This report shall be submitted to the Joint Committee, the Referred Participating Teacher, and the evaluator.

8. The result of the Referred Teacher's participation in the program shall be made available as a part of the Referred Teacher's annual evaluation. The evaluator shall have the discretion as to whether and how to utilize such results in the annual evaluation.

9. The Referred Teacher will continue participation until the Joint Committee determines that the teacher no longer benefits from participation, the teacher receives a satisfactory evaluation as determined by the district, or the teacher is separated from the district.

10. The Consulting Teacher's report on the Referred Teacher shall be made available to the District for placement in the Referred Teacher's personnel file.

11. Nothing herein shall modify or in any manner affect the rights of the District and/or Governing Board under provisions of Education Code relating to the employment, classification, retention or non-reelection of certificated employees. Nothing herein shall modify or affect the District's right to issue notices (of unsatisfactory performance and/or unprofessional conduct) pursuant to Education code Section 44938.

5. **Records**
   - **A.** All documents and information relating to participation in this program shall be considered personnel matters subject to the personnel record exemption of the California Public Records Act. The annual evaluation of the program's impact, excluding information on the identifiable individuals, is subject to disclosure under the Public Records Act.
   - **B.** All portions of the selection process of Consulting Teachers shall be treated as confidential and will not be disclosed except as may be required by law.
     - **1.** Personnel Office separately for individual personnel records except as specified herein.
6. **Status and Liability Protection of Unit Members**
   - **A.** Functions performed by teachers under this article shall not constitute either management or supervisory functions as defined in the Educational Employment Relations Act (EERA).
   - **B.** Certificated employees who perform functions as Consulting Teachers or members of the Joint Committee shall have the same protection from liability and access to appropriate defenses afforded to other public school employees under the provisions of the California Government Code.

ARTICLE 16 - CLASSROOM ENVIRONMENT

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

ARTICLE 17 - LEAVE POLICIES

ARTICLE 17.1- SICK LEAVE

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

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

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

Elementary:

Half Day AM: 8:30 a.m. – 12:15 p.m.

Half Day PM: 12:00 p.m. – 3:45 p.m.

Middle School

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

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

High School:

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

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

ARTICLE 17.2- PERSONAL NECESSITY LEAVE

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

ARTICLE 17.3 PERSONAL LEAVE

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

ARTICLE 17.4- MISCELLANEOUS

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

ARTICLE 17.5- BEREAVEMENT LEAVE

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

Members of the immediate family shall include the mother, father, grandfather, grandmother, or grandchild of the employee as well as the spouse, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, aunt, uncle, niece, nephew, father-in-law, mother-in-law, step-mother, step-father, step-brother, step-sister, domestic partner, or any relative living in the immediate household of the employee. The District may consider special extenuating circumstances on a case by case basis. The employee will notify the Supervisor or Site Secretary as soon as possible when using bereavement leave.

ARTICLE 17.6- JUDICIAL- GOVERNMENT LEAVE

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

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

17.6.1 - JURY DUTY LEAVE

There should be no deductions from pay or sick leave for the absence of certificated employees for jury duty. The governing board however recognizes that it is less disruptive to instruction when certificated staff are present as much as possible throughout the regular school year. Therefore, if certificated employees are willing and able to defer or postpone jury service until the District's scheduled breaks (Thanksgiving,

Winter, Presidents, Spring, and Summer), Bargaining Unit Members will be compensated the daily substitute rate per day, for fulfilling their civic obligation.

ARTICLE 17.7- MILITARY LEAVE

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

ARTICLE 17.8- PROFESSIONAL LEAVE

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

ARTICLE 17.9- PARENTAL LEAVE

A unit member may elect to take a paid leave of absence of up to 12 work weeks for reason of the birth of a child of the unit member, or the placement of a child with a unit member in connection with the adoption or foster care of the child by the unit member ("parental leave") in accordance with the procedures provided herein and provided by the California Family Rights Act (CFRA) and Education Code 44977.5.

Unit members must notify HR in accordance with Article 16.10. A unit member is not required to have 1,250 hours of service with the District during the previous 12-month period in order to take parental leave under this section. A unit member shall not be provided more than one 12 work week period for parental leave during any 12-month period. The 12 work weeks of paid parental leave shall be concluded within one year of the

birth or placement of the child. If a school year terminates before the 12 work weeks are exhausted, the employee may take the balance of the 12 work weeks in the subsequent school year as long as it falls under the 12-month period. The leave may be taken intermittently, but the minimum duration of the leave shall be two (2) work weeks. The District must grant a request for a leave of less than two (2) work weeks duration on any two occasions and may grant requests for additional occasions of leave lasting less than two (2) work weeks.

During parental leave a unit member shall first exhaust all available sick leave before commencing to receive, if necessary, sub differential or 50% pay (whichever is higher compensation) for the remaining portion of the 12 work weeks. Employees will return to District service in accordance with the conditions of their approved leaves and will be reinstated to their position held prior to the leave.

Nothing in this section shall be interpreted to prohibit a unit member who does not wish to exhaust his or her sick leave from requesting and receiving up to 12 work weeks of unpaid parental leave, so long as the unit member qualifies for such leave.

If an employee has exhausted all paid parental leave under this section, he or she may request an additional unpaid leave of absence. Parental leave taken under this section shall be in addition to leave taken due to disability caused by pregnancy, childbirth or related medical conditions**.**

ARTICLE 17.10 – NOTICE OF MATERNITY LEAVE

Notice for maternity leave shall be submitted, in writing, to the Human Resources Department specifying the anticipated start and end dates of the leave. Bargaining Unit Members requests for leave-must be made not less than three (3) weeks prior to the first day of leave. If a Bargaining Unit Member is unable to provide three (3) weeks prior notice, they must notify the district as soon as possible and provide a statement from their physician that indicates the beginning date of maternity leave.

A permanent or a probationary Bargaining Unit Member on maternity leave and employed for the next succeeding school year shall complete their "Offer and Notice of Re-Employment" form by June 30th.

ARTICLE 17.11- QUARANTINE LEAVE

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

ARTICLE 17.12- JURY DUTY LEAVE

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

ARTICLE 17.13- CATASTROPHIC LEAVE

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

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

a. The employee who is, or whose family member is suffering from a catastrophic illness or injury requests that eligible leave credits be donated and provides a doctor's verification of injury or illness.

b. The employee has continued to use any accrued sick leave until such time as the employee has exhausted all available paid leave prior to the request or utilization of donated sick leave.

c. The employee has to have been employed by the District for a minimum of one (1) year, so as to be eligible to apply for catastrophic leave.

d. The employee or a member of the employee's family is suffering from a serious illness or injury that is expected to last for one (1) month or more.

e. The employee requesting donated sick leave has provided the Assistant Superintendent of Human Resources and BTA President verification of catastrophic illness or injury before participating in the Catastrophic Leave Program.

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

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

3. **Sick Donation Requirements:**

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

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

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

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

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

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

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

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

To: Banning USD - Human Resources

Re: Sick / Vacation Leave Donation

Date: _____

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

Classified / Certificated (Please Circle One)

This leave should be taken from my accrued:

_____ SICK LEAVE

_____ VACATION LEAVE (Applicable to Classified Employees Only)

I, the undersigned employee, understand:

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

Signature: _____ Date: _____

Please return the completed form to Human Resources

OFFICE USE ONLY:

Received By: _____ Date: _____ Time: _____ Processed: _____

ARTICLE 17.14 - EMERGENCY LEAVE

Unit members shall be granted Emergency Leave when an emergency caused by an act of God (such as fire, flood, snow, earthquake, etc.) prevents an employee from reporting to work. Emergency leave will be paid district leave, and it will not be deducted from the member's sick leave. Emergency Leave may be granted at the discretion of the Human Resources Department and/or their designee(s) and shall not exceed one (1) day. The employee must notify their supervisor of their absence on the first day of the absence, unless conditions make notification impossible. The burden of proof shall be upon the employee.

ARTICLE 18 - EARLY RETIREMENT INCENTIVE

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

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

ARTICLE 18.1- APPLICATION DEADLINE

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

ARTICLE 18.2- BENEFIT

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

ARTICLE 18.3- DURATION

District health and welfare benefits for early retirees covered under this agreement shall be paid for the retiree until the retiree reaches age 65 or until such time as federal or state insurance covers the retiree, whichever comes first.
The District agrees to give the highest paid year rather than the average of the best three (3) years as long as there is no cost to the District and this is approved by STRS.

ARTICLE 19 - HEALTH AND WELFARE BENEFITS

Unless the parties agree otherwise, all insurance benefits available under this Article will be provided only through REEP pursuant to REEP rules and regulations. Unit Members electing benefits under this Article must participate in a major medical package. The district shall ensure that one of the annual health and welfare options is a "Value Plan" that is currently offered. 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 fourteen thousand, seven hundred fifty dollars ($14,750) per year for each eligible employee. Four thousand, seven hundred fifty dollars ($4,750) will be paid to each eligible employee who has comparable health benefit coverage through a spouse and elects to waive coverage. The savings from this waiver of benefit program shall be used to offset health benefit cost increases that occur during the year for which the waivers apply. The savings from said program shall not accumulate from year to year. It is the clear intention of the District and the Association that all of the savings generated by the waiver of benefit program shall be applied against health benefit increases during the year for which the waivers apply before any payroll deduction for premium costs is implemented. Any such payroll deduction for premium costs shall be calculated based upon the composite rate for the plan selected by the unit member.

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

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

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

Bargaining Unit Members shall have the option upon retirement (retirement is defined as retirement through an approved STRS/PERS Plan) of maintaining their membership in the District's group health insurance plan by paying in advance of the due date the premiums are due. Upon reaching the age at which time state or federal medical programs are available, the retiree shall discontinue participation in the District plan. (Unit Members may also be eligible for additional benefits pursuant to Article 18.)

ARTICLE 19.1- MEDICARE

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

ARTICLE 20 - EVALUATION PROCEDURE

ARTICLE 20.1- THE EVALUATION CYCLE

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

A. Five-Year Evaluation Extension Criteria

By mutual agreement between the employee and the evaluator, the employee may be evaluated once every five (5) years if the employee meets all of the following criteria:

- The employee must have obtained permanent status as a certificated employee in the District
- The employee must have been employed as a certificated employee in the District for at least ten (10) years
- The employee's last three evaluations have been rated meets or exceeds standards of performance on all areas overall:
    - The evaluator or the employee may withdraw consent to this agreement prior to the date designated for the identification of the employee's primary evaluator. Withdrawal of consent in accordance with this Article is not subject to the grievance process.

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

An integral part of the Banning Teacher Performance Evaluation System is the fostering of professional reflective practice by instructional team members. The reflective practice involves

continuous self-evaluation which becomes part of the teacher performance evaluation cycle through the professional goals planning and review process. This process involves a review of the performance areas and criteria by the teacher.
No later than five (5) working days prior to the first observation, the teacher will complete and submit to the evaluator a copy of the teacher's Professional Goals Plan. The purpose of the professional goals plan is to provide a roadmap for professional growth. The professional goals are mutually agreed upon by the evaluator and the teacher. The goals are typically two in number and can be short or long range, but they must be in writing. Goals are specific, time dependent and verifiable by an outside source.

C. The Professional Goals Planning/Review Conference:

No later than five (5) working days, or as mutually agreed, prior to the first observation, 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.

D. 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.

E. Formal Observation(s):

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

F. 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

G. 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.

H. Informal Observations:

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

I. Summative Evaluation Conference:

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

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

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

ARTICLE 20.2- DUE PROCESS

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

- **A.** All parties have had extensive involvement and representation in the design, research and development of the evaluation system and instruments.
- **B.** The evaluation procedures are distributed throughout the district.
- **C.** Every teacher is provided an opportunity for familiarization and training related to the system, its procedures and its use.
- **D.** Teachers are provided response opportunities as part of each reporting cycle as outlined in the contract.
- **E.** All reports of partially meets and unsatisfactory performance must be in writing and must enumerate shortcomings in a specific manner. At least two (2) observations totaling at least ninety (90) minutes or as mutually agreed upon during the pre-observation conference shall take place prior to any negative comments or judgments being included in the summative evaluation.
- **F.** Each teacher is provided access to his/her personnel file and any evaluative data contained therein as specified in the contract.
- **G.** In addition, it is understood that everyone involved in the performance evaluation system is to be provided with substantive due process. This means that any teacher whose classroom performance and professional goals do not meet district standards must be given the time, the support, and the opportunity to improve. An evaluatee shall have the right to grieve and alleged procedural requirement violation in this Article following the normal grievance procedures as contained in Article X. In the event that a grievance

arises and such grievance is resolved in favor of the evaluatee, no record of the grieved portion of the evaluation shall be kept in the employee personnel file by the District.

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

ARTICLE 20.3- TIMELINE

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

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

ARTICLE 21 - SALARIES

The Certificated Salary Schedules are set forth in Appendix A.

ARTICLE 21.1- SALARIES

Salaries set forth in Appendix A and stipends set forth in Appendix B shall be increased by **two percent (2%)** as ongoing on the respective schedules, effective July 1, 2026.

ARTICLE 21.2- HOURLY RATE

The hourly rate will be $73.94 effective July 1, 2026. The hourly rate will increase thereafter by the same ongoing percentage increase that is applied to the Certificated Salary Schedule. This rate will supersede any per diem rate stipulated in the Collective Bargaining Agreement for the exception of:

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

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

ARTICLE 21.3- STIPEND POSITIONS

Department Chair and Instructional coordinator stipends are set forth in Appendix B. The stipend schedule determines the frequency and rate of compensations. The District and site administration determine the need for support of a bargaining unit member for any stipend position. Stipends will be paid on a monthly basis as earned. Members completing a portion of the stipend duration will be compensated on a prorated basis. Coaching stipends will be issued as earned on a monthly basis and athletic events beyond the regular season will be compensated on a prorated basis based on weeks of the regular season.

ARTICLE 21.4- CLASS COVERAGE

SEE ARTICLE 13 HOURS OF EMPLOYMENT AND ADJUNCT DUTIES.

ARTICLE 21.5- COMPENSATION FOR TEACHERS TEACHING ON A PREPARATION PERIOD

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

ARTICLE 21.6- COUNSELORS COMPENSATION

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

21.6.2 - Elementary Counselors shall be paid based upon their placement on the proper step and column of the teachers' salary schedule multiplied by six percent (6%) responsibility factor for a total of one hundred eighty-five (185) days. Elementary counselors will facilitate SST's and assist with Tier I and Tier II of the MTSS process, as well as attend 504's and IEP's as requested by case carriers.

ARTICLE 21.7- SPEECH THERAPIST COMPENSATION

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

ARTICLE 21.8- PSYCHOLOGIST, NURSES, AND MARRIAGE AND FAMILY THERAPIST COMPENSATION

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

ARTICLE 21.9- SALARY SCHEDULE PROVISIONS

No Bargaining Unit Member shall be reduced in salary as a result of application of schedule. Effective July 1, 2020, one (1) step may be allowed for each year of teaching experience, except that no new maximum beginning salary shall be granted previous experience exceeding fifteen (15) years on the schedule. Records of all previous experience must be filed with the Human Resources office when applying for a position. A maximum of four (4) years of active service in the U.S. Armed Forces, or two (2) steps on the salary scale, shall be counted toward placement credit in the same ratio as military experience. Time served in the Peace Corps will be counted in the same ratio as military service.

Contracts shall be offered on the basis of the status of the employee in regard to credentials, degrees held, and training taken prior to the date of offering the contract. When a Bargaining Unit Member has completed the educational requirements for advancement to the next higher class, the advancement to the new class and pay schedule will occur within 45 days of receipt of the official transcripts verifying completion requirements for the class change. All semester unit work shall be from a college or university accredited by a recognized accrediting organization used by the State of California or Department of Education in California. Units earned before the degree will only qualify if they are part of a certificate or credential relevant to the teaching profession. Individual units not associated with such credentials or certificates earned prior to the degree will not be eligible. Academic units earned after a Bachelor's or Master's degree will count toward salary advancement. All semester units must relate to the academic growth of the teachers in his or her major or minor field. Units required for Column Three (3) shall be graduate or upper division. Units required for Column Four (4) shall be graduate or upper division units. All lower level units currently utilized for placement by currently employed unit members shall be grandfathered. The Bargaining Unit Member will be moved to the new class and advance to the correct step if verification occurs on or before October 31st. If verification occurs after October 31st, the Bargaining Unit Member will advance to the new class and remain at the current step until the beginning of the next school year.

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

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

ARTICLE 22 - TEACHER DISCIPLINE

ARTICLE 22.1- JUST CAUSE/DUE PROCESS

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

ARTICLE 22.2- PROGRESSIVE DISCIPLINE

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

A. Verbal Counseling/Warning

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

B. Written Warning

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

C. Written Reprimand

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

D. Suspension Without Pay

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

ARTICLE 22.3- NOTICE

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

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

ARTICLE 22.4- ADMINISTRATIVE LEAVE

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

ARTICLE 22.5- ARBITRATION

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

ARTICLE 22.6- CONFIDENTIALITY

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

ARTICLE 22.7- EDUCATION CODE

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

ARTICLE 23 - SUMMER SCHOOL

ARTICLE 23.1- POSTING

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

ARICLE 23.2- STUDENT ENROLLMENT

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

ARTICLE 23.3- SELECTION

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

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

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

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

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

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

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

ARTICLE 23.4- PAY

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

ARTICLE 23.5- SCHEDULING

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

ARTICLE 23.6- NOTIFICATION

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

ARTICLE 23.7- SICK LEAVE

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

ARTICLE 24 - SUMMER EXTRACURRICULAR PROGRAM

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

APPENDIX A - SALARY SCHEDULE

Banning UNIFIED SCHOOL DISTRICT
Prepare, inspire and educate

Certificated - Teacher Annual Salary Schedule

Effective July 1, 2026
Schedule ID: 185
Contract Days: 185
Payroll Cycle: 11 Months

Includes Salary Increase of: 2.00%

Column:	1	2	3	4
Row	BA DEGREE	BA WITH 30 UNITS	MA OR BA WITH 45 UNITS	MA WITH 15 OR BA WITH 60 INC MA
1	$66,887	$69,723	$72,699	$75,789
2	$69,212	$72,149	$75,239	$78,442
3	$71,622	$74,668	$77,869	$81,187
4	$74,121	$77,284	$80,603	$84,039
5	$76,711	$79,988	$83,427	$86,986
6	$76,711	$82,791	$86,357	$90,049
7	$76,711	$85,699	$89,397	$93,219
8	$79,396	$88,708	$92,541	$96,506
9	$79,396	$91,831	$95,808	$99,914
10	$79,396	$91,831	$99,181	$103,441
11	$82,178	$91,831	$102,688	$107,100
12	-	$95,061	$106,325	$110,890
13	-	$95,061	$106,325	$114,823
14	-	$95,061	$106,325	$118,901
15	-	$98,409	$110,077	$118,901
16	-	-	$110,077	$123,122
17	-	-	$110,077	$123,122
18	-	-	$113,965	$127,498
19	-	-	-	$127,498
20	-	-	-	$132,042
21	-	-	-	$141,446

$72.49 - Certificated Hourly Rate

Tentative Agreement Board-Approval: August 14, 2025

All figures subject to rounding.

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Banning UNIFIED SCHOOL DISTRICT
Prepare, Inspire and educate

Certificated - Elementary Counselor Annual Salary Schedule

Effective July 1, 2026
Schedule ID: 200
Contract Days: 185 (6% Responsibility Factor)
Payroll Cycle: 11 Months

Includes Salary Increase of: 2.00%

Column:	1	2	3	4
Row	**BA DEGREE**	**BA WITH 30 UNITS**	**MA OR BA WITH 45 UNITS**	**MA WITH 15 OR BA WITH 60 INC MA**
1	$70,901	$73,907	$77,061	$80,337
2	$73,365	$76,478	$79,754	$83,149
3	$75,920	$79,149	$82,542	$86,059
4	$78,569	$81,922	$85,440	$89,082
5	$81,314	$84,788	$88,433	$92,206
6	$81,314	$87,759	$91,539	$95,452
7	$81,314	$90,841	$94,761	$98,813
8	$84,160	$94,031	$98,094	$102,297
9	$84,160	$97,341	$101,557	$105,909
10	$84,160	$97,341	$105,132	$109,648
11	$87,109	$97,341	$108,850	$113,526
12	-	$100,765	$112,705	$117,544
13	-	$100,765	$112,705	$121,713
14	-	$100,765	$112,705	$126,036
15	-	$104,314	$116,682	$126,036
16	-	-	$116,682	$130,510
17	-	-	$116,682	$130,510
18	-	-	$120,803	$135,148
19	-	-	-	$135,148
20	-	-	-	$139,965
21	-	-	-	$149,933

Tentative Agreement Board-Approval: August 14, 2025

All figures subject to rounding.

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Banning UNIFIED SCHOOL DISTRICT
Prepare, inspire and educate

Certificated - Secondary Counselor Annual Salary Schedule

Effective July 1, 2026
Schedule ID: 501
Contract Days: 195 (6% Responsibility Factor)
Payroll Cycle: 11 Months

Includes Salary Increase of: 2.00%

Column:	1	2	3	4
Row	BA DEGREE	BA WITH 30 UNITS	MA OR BA WITH 45 UNITS	MA WITH 15 OR BA WITH 60 INC MA
1	$74,733	$77,902	$81,227	$84,679
2	$77,331	$80,612	$84,065	$87,644
3	$80,024	$83,427	$87,003	$90,711
4	$82,816	$86,350	$90,058	$93,897
5	$85,709	$89,371	$93,213	$97,190
6	$85,709	$92,503	$96,487	$100,612
7	$85,709	$95,752	$99,884	$104,154
8	$88,709	$99,114	$103,396	$107,826
9	$88,709	$102,603	$107,047	$111,634
10	$88,709	$102,603	$110,815	$115,575
11	$91,818	$102,603	$114,734	$119,663
12	-	$106,212	$118,797	$123,898
13	-	$106,212	$118,797	$128,292
14	-	$106,212	$118,797	$132,848
15	-	$109,953	$122,989	$132,848
16	-	-	$122,989	$137,564
17	-	-	$122,989	$137,564
18	-	-	$127,333	$142,454
19	-	-	-	$142,454
20	-	-	-	$147,531
21	-	-	-	$158,038

Tentative Agreement Board-Approval: August 14, 2025

All figures subject to rounding.

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Banning UNIFIED SCHOOL DISTRICT
Prepare, inspire and educate

Certificated - Psychologist, Nurse, & Mariage and Family Therapist

Annual Salary Schedule

Effective July 1, 2026
Schedule ID: 503
Contract Days: 196 (13% Responsibility Factor)
Payroll Cycle: 12 Months

Includes Salary Increase of: 2.00%

Column:	1	2	3	4
Row	BA DEGREE	BA WITH 30 UNITS	MA OR BA WITH 45 UNITS	MA WITH 15 OR BA WITH 60 INC MA
1	$80,077	$83,472	$87,035	$90,734
2	$82,860	$86,377	$90,076	$93,910
3	$85,746	$89,392	$93,224	$97,197
4	$88,737	$92,524	$96,498	$100,611
5	$91,838	$95,761	$99,878	$104,139
6	$91,838	$99,117	$103,386	$107,806
7	$91,838	$102,598	$107,026	$111,601
8	$95,053	$106,201	$110,790	$115,536
9	$95,053	$109,940	$114,701	$119,616
10	$95,053	$109,940	$118,739	$123,839
11	$98,383	$109,940	$122,937	$128,219
12	-	$113,807	$127,292	$132,757
13	-	$113,807	$127,292	$137,465
14	-	$113,807	$127,292	$142,347
15	-	$117,815	$131,783	$142,347
16	-	-	$131,783	$147,401
17	-	-	$131,783	$147,401
18	-	-	$136,438	$152,640
19	-	-	-	$152,640
20	-	-	-	$158,080
21	-	-	-	$169,338

Tentative Agreement Board-Approval: August 14, 2025

All figures subject to rounding.

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Banning UNIFIED SCHOOL DISTRICT
Prepare, inspire and educate

Certificated - Speech Therapist Annual Salary Schedule

Effective July 1, 2026
Schedule ID: 143
Contract Days: 192 (13% Responsibility Factor)
Payroll Cycle: 11 Months

Includes Salary Increase of: 2.00%

Column:	1	2	3	4
Row	BA DEGREE	BA WITH 30 UNITS	MA OR BA WITH 45 UNITS	MA WITH 15 OR BA WITH 60 INC MA
1	$78,443	$81,769	$85,259	$88,883
2	$81,169	$84,614	$88,238	$91,994
3	$83,996	$87,568	$91,322	$95,213
4	$86,926	$90,636	$94,528	$98,558
5	$89,964	$93,807	$97,840	$102,014
6	$89,964	$97,094	$101,276	$105,606
7	$89,964	$100,505	$104,841	$109,324
8	$93,113	$104,033	$108,529	$113,179
9	$93,113	$107,696	$112,360	$117,175
10	$93,113	$107,696	$116,316	$121,312
11	$96,375	$107,696	$120,429	$125,603
12	-	$111,484	$124,694	$130,047
13	-	$111,484	$124,694	$134,660
14	-	$111,484	$124,694	$139,442
15	-	$115,410	$129,094	$139,442
16	-	-	$129,094	$144,393
17	-	-	$129,094	$144,393
18	-	-	$133,654	$149,525
19	-	-	-	$149,525
20	-	-	-	$154,854
21	-	-	-	$165,882

Tentative Agreement Board-Approval: August 14, 2025

All figures subject to rounding.

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APPENDIX B – STIPEND SCHEDULES

Banning UNIFIED SCHOOL DISTRICT *Prepare, inspire and educate*	Certificated - Stipend Schedule High School Effective July 1, 2026	Includes 2% increase as per BTA.
Site Athletics & Activities		
Stipend	**Amount**	**Payable**
Head Coach, Basketball	$5,309	Per Season
Head Coach, Volleyball	$4,719	Per Season
Head Coach, Flag Football	$4,719	Per Season
Head Coach, Softball	$4,719	Per Season
Head Coach, Tennis	$4,129	Per Season
Head Coach, Water Sports	$4,129	Per Season
Head Coach, Soccer	$4,129	Per Season
Head Coach, Football	$5,309	Per Season
Head Coach, Baseball	$4,719	Per Season
Head Coach , Track & Field	$4,719	Per Season
Head Coach, E-Sports	$4,129	Per Season
Head Coach, Cross Country	$4,129	Per Season
Head Coach, Wrestling	$4,129	Per Season
Head Coach, Golf	$4,129	Per Season
Assistant Coach Positions	$3,539	Per Season
Flags and Attached Units	$1,770	Semester
Assistant Band Directors/Percussion	$1,475	Semester
Cheer	$2,950	Semester
Assistant Cheer	$1,770	Semester
Cadet Corps	$4,627	Semester
Band Director	$4,719	Semester
Orchestra Leader	$2,950	Annually
Choir	$2,950	Annually
Drama	$1,770	Semester
Class Advisors	$1,092	Semester
Yearbook	$3,539	Annually
ASB Approved Clubs	$649	Semester
Principal's Designee	$1,517	10 Days Per Semester *Excess days will be paid at a daily stipend rate
Administrative Designee for Saturday School	$562	Per Saturday
Summer/Weekend Conference(s)	Per Diem	Per Day
Saturday School	Hourly Rate	

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Home Teaching (General Ed)	Hourly Rate	
Home Teaching (Special Ed)	Hourly Rate	
BARR Block Meeting	1/6 daily per diem	
CTI Coach	$1,180	Per Participant
Keenan/HR Online Training	Hourly Rate	Per Hour Assigned By District Outside of Contractual Hours
Department Chairs		
Stipend	**Amount**	**Payable**
Department Chair	$1,180	Semester
Language Arts	$1,180	Semester
Math	$1,180	Semester
Science	$1,180	Semester
Physical Education	$1,180	Semester
Electives	$1,180	Semester
RSP	$1,180	Semester
SDC	$1,180	Semester
Lead Counselor	$1,180	Semester
Coordinators		
Stipend	**Amount**	**Payable**
Site Coordinator	$3,539	Annually
EL Coordinator	$3,539	Annually
Testing Coordinator	$3,539	Annually
Short-Term Independent Coordinator	$1,180	Semester
PBIS Coordinator	$1,180	Semester
AVID Coordinator	$1,180	Semester
504 Coordinator	$1,180	Semester
SST Coordinator	$1,180	Semester
ASB Coordinator	$3,371	Semester
WEB/ Link Crew	$1,180	Semester
Business Academy Coordinator	$1,180	Semester
Science Fair Coordinator	$531	Per Event
History Day Coordinator	$531	Per Event
Revision: 2026.08		

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Banning UNIFIED SCHOOL DISTRICT Prepare, inspire and educate	Certificated - Stipend Schedule Middle School Effective July 1, 2026	Includes 2% increase as per BTA.
Stipend	**Amount**	**Payable**
MS Head Volleyball Coach	$3,539	Per Season
MS Head Basketball Coach	$3,539	Per Season
MS Head Softball Coach	$3,539	Per Season
MS Head Flag Football Coach	$3,539	Per Season
MS Head Baseball Coach	$3,539	Per Season
MS Head Coach Soccer	$3,539	Per Season
MS Head Coach Cross-Country	$3,539	Per Season
MS Head Coach -ESports	$1,770	Per Season
MS Head Track Coach	$1,770	Per Season
MS Weightlifting	$649	Per Season
MS Golf Coach	$2,360	Per Season
MS Band (Competitive Program)	$3,539	Annually
MS Choir	$1,003	Annually
MS Intramural Sports	$649	Per Season
MS Yearbook	$2,477	Annually
MS Drama	$1,003	Annually
Cheer	$2,360	Semester
Assistant Cheer	$1,770	Semester
Flags and Attached Units	$1,770	Semester
MS Athletic Director	2 Addl Prep Period	Annually
MS Principal Designee	$1,517	10 Days Per Semester *Excess days will be paid at a daily stipend rate
MS Administrative Designee for Saturday School	$562	Per Saturday
ASB Approved Clubs	$649	Semester
Summer/Weekend Conference(s)	Hourly Rate	Per Day
Saturday School	Hourly Rate	
Home Teaching (General Ed)	Hourly Rate	
Home Teaching (Special Ed)	Hourly Rate	
BARR Block Meeting	Hourly Rate	
CTI Coach	$1,180	Per Participant
Keenan/HR Online Training	Hourly Rate	Per Hour Assigned By District Outside of Contractual Hours
Department Chairs		
Stipend Amount Payable	**Amount**	**Payable**
MS Language Arts	$1,180	Semester
MS Math	$1,180	Semester

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MS Science	$1,180	Semester
MS Physical Education	$1,180	Semester
MS Electives	$1,180	Semester
MS Dual Immersion	$1,180	Semester
MS Dual Immersion Classroom Teacher	$2,360	Annually *Must hold Bilingual Authorization
MS RSP	$1,180	Semester
MS SDC	$1,180	Semester
MS Grade Level Lead	$1,180	Semester
Lead Counselor	$1,180	Semester
Coordinators		
Stipend Amount Payable	**Amount**	**Payable**
MS SST Coordinator	$1,180	Semester
LINK Crew	$1,180	Semester
ASB Coordinator	$3,371	Semester
MS Site Coordinator	$3,539	Annually
EL Coordinator	$3,539	Annually
Testing Coordinator	$3,539	Annually
Short-Term Independent Coordinator	$1,180	Semester
MS GATE Coordinator	$1,180	Semester
MS STEAM Coordinator	$1,180	Semester
MS AVID Coordinator	$1,180	Semester
MS PBIS Coordinator	$1,180	Semester
504 Coordinator	$1,180	Semester
MS Field Day Coordinator	$531	Per Event
MS History Day	$531	Per Event
MS Spelling Bee	$531	Per Event
MS Science Fair	$531	Per Event
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Banning UNIFIED SCHOOL DISTRICT *Prepare, inspire and educate*	**Certificated - Stipend Schedule Elementary School Effective July 1, 2026**	Includes 2% increase as per BTA Agreement.
Academic Site Activity Coordinators		
Stipend	**Amount**	**Payable**
Elementary Site Coordinator	$3,539	Annually
Elementary EL Coordinator	$3,539	Annually
Short-Term Independent Coordinator	$1,180	Semester
Elementary 504 Coordinator	$1,180	Semester
Elementary SST Coordinator	$1,180	Semester
Elementary GATE Coordinator	$1,180	Semester
Elementary STEAM Coordinator	$1,180	Semester
Elementary AVID Coordinator	$1,180	Semester
Elementary PBIS Coordinator	$1,180	Semester
Elementary Spelling Bee	$531	Per Event
Elementary Science Fair	$531	Per Event
Elementary History Day	$531	Per Event
Elementary Field Day Coordinator	$531	Per Event
Elementary Principal's Designee	$1,517	10 Days Per Semester *Excess days will be paid at a daily stipend rate
Elementary Administrative Designee for Saturday School	$562	Per Saturday
Elementary Yearbook	$2,477	Annually
Admin. Approved Clubs	$649	Semester
Elementary Drama	$1,003	Annually
Summer/Weekend Conference	Hourly Rate	Per Day
Saturday School	Hourly Rate	
Home Teaching (General Ed)	Hourly Rate	
Home Teaching (Special Ed)	Hourly Rate	
CTI Coach	$1,180	Per Participant
Keenan/HR Online Training	Hourly Rate	Per Hour Assigned By District Outside of Contractual Hours
Department Chairs/Grade Level Leaders		
Stipend	**Amount**	**Payable**
Elementary Dual Immersion Classroom Teacher	$2,360	Annually *Must hold Bilingual Authorization
Elementary Special Education	$1,180	Semester
Elementary Dual Immersion Chair	$1,180	Semester
Elementary Grade Level Leader	$1,180	Semester
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WEB/LINK Crew Coordinator

Job Responsibilities

1. Organize and facilitate Leadership Training prior to Orientation.

2. Organize and facilitate Orientation to be held within a week before the first day of school.

3. Prepare for orientation, including: requesting facility, gathering supplies, ordering food, planning activities, and contacting parents of both leaders and incoming 6th/9th graders.

4. Preparing and directing WEB/ LINK leaders for major events that occur during the first month of school (such as, First day of school, Back to School Night, and First Dance of the school year.

5. Hold a monthly meeting for WEB/ LINK leaders.

6. Organize and facilitate activities for WEB/ LINK leaders.

7. Follow up on WEB/ LINK leaders both socially and academically throughout the school year.

8. Prior to the end of the school year, collaborate with site administrators for scheduling of activities and budgeting for the upcoming school year.

9. Prior to the end of the school year, recruit and select WEB/ LINK leaders for the upcoming school year.

STUDENT SUCCESS TEAM COORDINATOR

JOB RESPONSIBILITIES

DEFINITION

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

EXAMPLES OF DUTIES

1. Clearly communicate and provide information and assistance to school administrators, teachers, staff, district personnel and families regarding SST and the multi-tiered systems of support (MTSS). Coordinate the Student Success Team (SST).

2. Work with district staff, psychologists, counselors, and special education personnel to communicate and support the SST and MTSS frameworks.

3. Provide support and recommendations for appropriate interventions and accommodations for general education students.

4. Maintain updated, accessible current school year SST forms.

5. Provide communication regarding the SST process for the faculty.

6. Assist with analyzing data from a variety of sources and assessments to inform instructional, intervention, and accommodations decisions.

7. Develop strategies for engaging parent/family participation and involvement throughout the collaborative, data-driven support processes of SST plans.

8. Attend SST meetings and record any pertinent information such as intervention, referrals, and accommodations in student information systems (SIS).

9. Meet with teachers during the first trimester/quarter to schedule follow-up SSTs from the previous year.

ADMINISTRATIVE DESIGNEE

JOB RESPONSIBILITIES

1. Assuming the responsibilities of the Principal/Assistant Principal only in their absence.

2. This includes but is not limited to attending scheduled meetings, IEPs, SSTs, tending to student discipline referrals, communicating with parents, and sustaining daytime school activities for students only, when no administrator is on campus.

3. Proactively communicates and consults with the Principal and/or District personnel to troubleshoot and manage situations, when no administrator is on campus.

4. Sustain site management and proactive communication with students, counselors, and community stakeholders when no administrator is on campus.

5. Sustain campus security, supervision, and discipline, when no administrator is on campus.

6. Administrative Designee will be given priority to fill the Saturday school administrator position.

7. On days when there is no substitute teacher available to cover the Administrative Designee's class, the Designee's students will be dispersed to other classroom teachers for the day.

8. Training will be provided to equip individuals with the necessary knowledge and skills to effectively carry out the responsibilities of the administrator role.

ENGLISH LEARNER COORDINATOR

JOB RESPONSIBILITIES

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

SCHOOL SITE COORDINATOR
JOB RESPONSIBILITIES

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

GRADE LEVEL/DEPARTMENT CHAIR
JOB RESPONSIBILITIES

1. Works closely and cooperatively with the site principal and other school staff members to facilitate site Professional Learning Communities (PLCs), data-driven goal setting, interventions, and program implementation to collectively team problem-solve and promote the site's vision and mission.

2. Meet regularly with the committee and administration to discuss school matters. Review and assist in the spending of the site budget, Title I, LCAP, and LCFF budgets. Make recommendations according to grade level/department needs and provide valuable input and feedback for the benefit of all students.

3. Collaborate with the Instructional coach and Principal to develop and provide PLC's with discussion focused on student data to drive instruction, and collaborate with teachers to target students with the highest needs for tutoring.

4. Maintains notes and data for the successful operation of the team.

5. Assists with the communication of site building and district policies, decisions, and related announcements to team members.

6. Assist grade level/department in using instructional programs and the implementation of formative and summative assessments (e.g. Illuminate Ed, BCAs, iReady, etc.) or other data management system to gather data on curricular assessments for PLC's.

7. Serve as the representative of the grade level/department on the site building leadership team and attends site leadership meetings.

8. The Department Chair is responsible for supporting inventory of ancillary curriculum and classroom supplies within the team and communicating their needs with office staff.

PBIS TIER I SITE COORDINATOR
JOB RESPONSIBILITIES

1. The PBIS Coordinator collaborates with the administrator and is responsible for the overall management of the Positive Behavioral Interventions and Supports (PBIS) program school wide systems (i.e. student store/check-ins).

2. Collaborates with administrator and other staff to identify students in need of Multi-tiered System of Support services and assists to develop, implement, and monitor programs to improve attendance, enrollment, achievement, and social behavior

3. Assist the site administrator with collecting and monitoring school databases to track and analyze student behavioral data including office discipline referrals, suspensions, team implementation, coach assessment of school wide implementation, and climate survey patterns.

4. Schedule & facilitate PBIS Leadership meetings at their site. Attend monthly or bi-monthly PBIS meetings as needed.

5. Actively attend agreed upon PBIS leadership conferences and meetings as needed to remain updated on PBIS strategies.

6. Assist site administrator in the annual planning at schools for behavior, school wide expectations, and PBIS assemblies.

7. Ensure the integrity and fidelity of implementation of PBIS at the site.

504 COORDINATOR
JOB RESPONSIBILITIES

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

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

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

1. Organize and administer the district-approved G.A.T.E. assessment at the site. If a site does not have a G.A.T.E. Coordinator, the district G.A.T.E Coordinator will be responsible for testing.

2. Collaborate with site administrator(s), teachers, and Educational Services to identify all new G.A.T.E. students based on the district qualifying criteria.

3. Schedule all after-school programs for G.A.T.E. students during the regular school year in collaboration with Educational Services and site G.A.T.E. Coordinators.

4. Provide enrichment activities for students four (4) hours per month. (Enrichment hours will be paid at the current negotiated District rate in the Learning Loss MOU agreed upon on June 6, 2023. At the sunset of The Learning Loss MOU, enrichment hours will revert to the contractual tutoring rate.

5. Maintain all attendance records and submit them to the District G.A.T.E. Coordinator.

6. Serve as a resource for classroom teachers with G.A.T.E. students.

7. Collaborate with the Site Administrator and the District G.A.T.E. Coordinator to vet materials provided by the district.

8. Communicate with the school site and parents on the schedule of all G.A.T.E. classes and enrichment activities.

9. Attend monthly district G.A.T.E meetings.

SPECIAL EDUCATION DEPARTMENT CHAIR
JOB RESPONSIBILITIES

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

Independent Study Coordinator – Stipend Position

Purpose:
The Short Term Independent Study (STIS) Lead Teacher shall serve as the site-based point person to facilitate, coordinate, and support the implementation of short-term independent study contracts at the school site. This role ensures consistent communication, proper documentation, and compliance with district and state requirements.

Duties and Responsibilities:

1. Serve as the liaison between office staff, administration, teachers, and students, regarding Independent Study.

2. For retroactive contracts designed to recover ADA (i.e., make-up for past absences):

    - If the work is during the current grading period (Trimester, Quarter, or Semester), the Coordinator will consult with the teacher of record to verify that work has been completed for the absence and collect work samples in order to recoup the ADA.
    - For work outside the current grading period, the coordinator will provide standards-based independent study work aligned to grade level/content area.
    - The Coordinator will verify the work was completed and turn it in with the completed contract to the site secretary for compliance.
    - The Coordinator shall not have to provide more than 15 days of short-term independent study work per student, per school year.
    - Work outside current grading period (Trimester, Quarter, or Semester) shall not factor into the student's academic grade, but shall serve solely to meet attendance recovery requirements in accordance with district and state guidelines.
    - The Coordinator will consult with the teacher of record and assign appropriate work and complete the assignment sheet.

3. Work with the administrator and office staff to maintain a complete Independent Study file for each student.

    - The Independent Study Contract shall be initiated by the office staff that includes the following: length of absence, number of school days, reason for the request, and parent signatures.
    - The coordinator will gather and provide standards-based independent study work aligned to grade level/content area.

- The coordinator will ensure that each file contains: a signed independent study agreement, a completed assignment sheet, and graded student work samples.
- The completed file will be submitted to the office staff and stored in a secure location in the front office.

4. Attend trainings and/or meetings relevant to Independent Study coordination, as required.

Science Fair Coordinator – School Site Level

Job Responsibilities

1. **Program Coordination**
    - Attend all District-led meetings and implement site-level History Day and Science Fair programs in alignment with district, state, and national guidelines.
2. **Student Recruitment & Promotion**
    - Promote student participation through classroom visits, flyers, and school-wide presentations.
3. **Materials & Information Distribution**
    - Distribute all necessary guidelines, timelines, and scoring rubrics to students and staff.
4. **Project Oversight & Support**
    - Communicate expectations clearly to students and families.
5. **Event Planning & Judging**
    - Organize site-level events with administrative approval.
    - Recruit and coordinate a diverse panel of judges using official rubrics.
6. **Recognition & Awards**
    - Coordinate the preparation and distribution of awards and certificates for participants and winners.
7. **District & County Participation**
    - Arrange project delivery to the district and support advancing students.
8. **Communication & Collaboration**
    - Serve as the main contact with Educational Services and maintain consistent communication with all stakeholders.
9. **Documentation & Reporting**
    - Maintain records of student participation, competition outcomes, and advancement to higher-level events.
    - Submit reports and documentation to the Educational Services Department as required.

History Day Coordinator – School Site Level
Job Responsibilities

1. **Program Coordination**
    - Attend all District-led meetings and implement site-level History Day and Science Fair programs in alignment with district, state, and national guidelines.
2. **Student Recruitment & Promotion**
    - Promote student participation through classroom visits, flyers, and school-wide presentations.
3. **Materials & Information Distribution**
    - Distribute all necessary guidelines, timelines, and scoring rubrics to students and staff.
4. **Project Oversight & Support**
    - Communicate expectations clearly to students and families.
5. **Event Planning & Judging**
    - Organize site-level events with administrative approval.
    - Recruit and coordinate a diverse panel of judges using official rubrics.
6. **Recognition & Awards**
    - Coordinate the preparation and distribution of awards and certificates for participants and winners.
7. **District & County Participation**
    - Arrange project delivery to the district and support advancing students.
8. **Communication & Collaboration**
    - Serve as the main contact with Educational Services and maintain consistent communication with all stakeholders.
9. **Documentation & Reporting**
    - Maintain records of student participation, competition outcomes, and advancement to higher-level events.
    - Submit reports and documentation to the Educational Services Department as required.

Spelling Bee Coordinator - Site Level
Job Responsibilities:

1. **Program Coordination**
    - Attend the District-led informational meeting to support the planning and implementation of the site Spelling Bee.
    - Schedule the event with administrative approval and reserve appropriate venues.
2. **Student Engagement & Preparation**
    - Promote the event across grade levels through announcements, flyers, and teacher collaboration.
    - Coordinate classroom spelling bees and assist in identifying student participants.
    - Distribute study lists, word guides, and competition rules to students and teachers.
3. **Event Facilitation**
    - Organize and conduct the site-level competition in alignment with Scripps and district guidelines.
    - Recruit and brief judges, pronouncers, and timekeepers to ensure a fair and smooth competition.
4. **Communication & Reporting**
    - Notify students, families, and staff of competition details (dates, times, locations).
    - Collect and submit the required student biographies and documentation to Educational Services.
    - Serve as liaison between the school and Educational Services.
5. **Awards & Recognition**
    - Collaborate with site administration to secure and distribute awards, certificates, and other forms of recognition.
6. **Documentation & Recordkeeping**
    - Maintain records of student participation, competition outcomes, and advancement to higher-level events.
    - Submit reports and documentation to the Educational Services Department as required.

APPENDIX C - EVALUATION PACKET

CERTIFICATED EVALUATION REPORT - TEACHER

Evaluatee's Name:		Site:
Position/Subject/Grade Level:		
Employment Status:(Check One) ☐ Intern (Probationary 0) ☐ Probationary (☐ 1 ☐ 2) ☐ Permanent ☐ Other	☐ Formative Evaluation ☐ Summative Evaluation	Overall Rating: ☐ Needs Improvement Plan ☐ Referral to Par
Evaluator:	Date of Observation:	

EVALUATION OF PERFORMANCE

E Exceeds Standard	**M** - Meets Standard **P** - Partially Meets Standard **U** - Unsatisfactory	**NO** Not Observed

Standard I. Engages and Supports All Students in Learning **Overall Rating: ☐ E ☐ M ☐ P ☐ U**	**E**	**M**	**P**	**U**	**NO**
.1 Connecting students' prior knowledge, life experience, and interests with learning goals.	☐	☐	☐	☐	☐
.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.	☐	☐	☐	☐	☐
.4 Engaging students in problem-solving, critical thinking, and other activities that make subject matter meaningful.	☐	☐	☐	☐	☐
1.5 Promoting self-directed, reflective learning for students.	☐	☐	☐	☐	☐

Standard II. Creates and Maintains Effective Environments for Student Learning **Overall Rating: ☐ E ☐ M ☐ P ☐ U**	**E**	**M**	**P**	**U**	**NO**
2.1 Creating a physical environment that engages students.	☐	☐	☐	☐	☐
2.2 Establishing a climate that promotes fairness and respect.	☐	☐	☐	☐	☐
2.3 Promoting social development and group responsibility. 2.4 Establishing and maintaining standards for student behavior.	☐ ☐	☐ ☐	☐ ☐	☐ ☐	☐ ☐
.5 Planning and implementing classroom procedures and routines that support student learning.	☐	☐	☐	☐	☐
2.6 Using instructional time effectively.	☐	☐	☐	☐	☐
Effective Strategies Implemented and/or Techniques/Strategies for Improvement/Growth:					

Standard III. Understands and Organizes Subject Matter For Student Learning **Overall Rating: ☐ E ☐ M ☐ P ☐ U**	**E**	**M**	**P**	**U**	**NO**
3.1 Demonstrating knowledge of subject matter content and student development.	☐	☐	☐	☐	☐
3.2 Organizing curriculum to support student understanding of subject matter.	☐	☐	☐	☐	☐
.3 Using materials, resources, and technologies to make subject matter accessible to students.	☐	☐	☐	☐	☐
3.4 Interrelating ideas and information within and across subject matter areas.	☐	☐	☐	☐	☐
3.5 Developing student understanding through instructional strategies that are appropriate to the subject matter.	☐	☐	☐	☐	☐

Effective Strategies Implemented and/or Techniques/Strategies for Improvement/Growth:

Standard IV. Planning Instruction and Designing Learning Experiences for Students **Overall Rating: ☐ E ☐ M ☐ P ☐ U**	**E**	**M**	**P**	**U**	**NO**
.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.	☐	☐	☐	☐	☐
Effective Strategies Implemented and/or Techniques/Strategies for Improvement/Growth:					

Standard V. Assessing Student Learning **Overall Rating: ☐ E ☐ M ☐ P ☐ U**	**E**	**M**	**P**	**U**	**NO**
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.	☐	☐	☐	☐	☐

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5.4 Using the results of assessment to guide instruction.	☐	☐	☐	☐	☐
Effective Strategies Implemented and/or Techniques/Strategies for Improvement/Growth:					

Standard VI. Developing as a Professional Educator **Overall Rating: ☐ E ☐ M ☐ P ☐ U**	**E**	**M**	**P**	**U**	**NO**
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.	☐	☐	☐	☐	☐
Effective Strategies Implemented and/or Techniques/Strategies for Improvement/Growth:					

OVERALL RATINGS PER STANDARD	
E Exceeds District Standards	At least three "E" ratings except in standard five, which will require at least two "E" ratings; and ● No "P" or "U" ratings in the elements of standard
M Meets District Standards	● "M" and "E" ratings; ● No more than one "P" rating; and ● No "U" ratings in the elements of standard
P Partially Meets District Standards	● Two "P" ratings; or ● One "U" rating in the elements of standard
U Does Not Meet District Standards (Unsatisfactory)	● At least two "U" ratings in the elements of standard

If an employee receives an overall rating of "P" in more than one standard, an assistance plan shall be required. The employee shall be evaluated the following year in all elements of the standards that were not met until the evaluatee has met the standards and is no longer required to have an assistance plan.

If an employee receives an overall rating of "U" in any standard, an assistance plan and PAR shall be required. The employee shall be evaluated the following year in all elements of the standards that were not met until the evaluatee has met the standards and is no longer required to have an assistance plan.

Comments by the Evaluator:
Areas of outstanding performance/expected growth/additional comments:

Comments by the Evaluatee: Evaluatee may attach a written response. Comments must be submitted in writing within ten (10) days. I certify that this report has been discussed with me. I understand that my signature does not necessarily indicate agreement.

Evaluator's Signature:	**Date:**
Evaluator's Signature:	**Date:**

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CERTIFICATED EVALUATION REPORT – NON-TEACHING

Evaluatee's Name:	Site:	
Position/Subject/Grade Level:		
Employment Status:(Check One): ☐ Intern (Probationary 0) ☐ Probationary (☐ 1 ☐ 2) ☐ Permanent ☐ Other	☐ Formative Evaluation ☐ Summative Evaluation	Overall Rating: ☐ Needs Improvement Plan ☐ Referral to Par
Evaluator:	Date of Observation:	

EVALUATION OF PERFORMANCE

E Exceeds Standard	**M** - Meets Standard **P** - Partially Meets Standard **U** - Unsatisfactory	**NO** Not Observed				
Standard I. Adherence to Established Procedures Within the Scope of the Unit Member's Assignment. **Overall Rating: ☐ E ☐ M ☐ P ☐ U**		**E**	**M**	**P**	**U**	**NO**
Implements established programs and provides required services; Maintains required records accurately and timely; 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.		☐	☐	☐	☐	☐
Effective Strategies Implemented and/or Techniques/Strategies for Improvement/Growth:						

Standard II. Fulfillment of Responsibilities and Duties to Students, Parents, and Staff **Overall Rating: ☐ E ☐ M ☐ P ☐ U**	**E**	**M**	**P**	**U**	**NO**
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.	☐	☐	☐	☐	☐
Effective Strategies Implemented and/or Techniques/Strategies for Improvement/Growth:					

Standard III. Demonstration of Knowledge and Skills of the Assignment. Overall Rating: ☐ E ☐ M ☐ P ☐ U	**E**	**M**	**P**	**U**	**NO**
Demonstrates and applies current knowledge related to the assignment; Plans work throughout the year to meet required timelines.	☐	☐	☐	☐	☐
Effective Strategies Implemented and/or Techniques/Strategies for Improvement/Growth:					

Standard IV. Optional Additional Standard(s) by Mutual Agreement Overall Rating: ☐ E ☐ M ☐ P ☐ U	**E**	**M**	**P**	**U**	**NO**
(attached)	☐	☐	☐	☐	☐
Effective Strategies Implemented and/or Techniques/Strategies for Improvement/Growth:					

OVERALL RATINGS PER STANDARD	
E Exceeds District Standards	● At least three "E" ratings; and ● No "P" or "U" ratings in the elements of standard
M Meets District Standards	● "M" and "E" ratings; ● No more than one "P" rating; and ● No "U" ratings in the elements of standard
P Partially Meets District Standards	● Two "P" ratings; or ● One "U" rating in the elements of standard
U Does Not Meet District Standards (Unsatisfactory)	● At least two "U" ratings in the elements of standard

If an employee receives an overall rating of "P" in more than one standard, an assistance plan shall be required. The employee shall be evaluated the following year in all elements of the standards that were not met until the evaluatee has met the standards and is no longer required to have an assistance plan.

If an employee receives an overall rating of "U" in any standard, an assistance plan and PAR shall be required. The employee shall be evaluated the following year in all elements of the standards that were not met until the evaluatee has met the standards and is no longer required to have an assistance plan.

Comments by the Evaluator:
Areas of outstanding performance/expected growth/additional comments:

Comments by the Evaluatee: Evaluatee may attach a written response. Comments must be submitted in writing within ten (10) days. I certify that this report has been discussed with me. I understand that my signature does not necessarily indicate agreement.

Evaluator's Signature:	**Date:**
Evaluator's Signature:	**Date:**

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, 2011, I will have written classroom management plan that is approved by the principal, posted in my room, is proactive and sent home to all parents. (Standard 2, 2.4, 2.5, 2.6)

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

GOAL 1

GOAL 2

APPENDIX D – CALENDARS

Banning UNIFIED SCHOOL DISTRICT

Banning Unified School District2026-27 Academic Calendar

Key

H = Holidays **N= New Teacher Orientation**

PD = Professional Development Da M = Minimum days

July

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

August

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

September

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

October

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

November

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

December

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

January

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

February

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

March

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

April

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

May

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

June

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

Holidays

July 4	Independence Day Observed	December 31	New Years Eve Observed
September 1	Labor Day	January 1	New Years Day Observed
November 11	Veterans Day	January 19	Dr. Martin Luther King Jr. Day
November 24 - 28	Thanksgiving Recess	February 16	Washington's Day
November 27	Thanksgiving Day	February 20	Lincoln's Day
November 28	Day After Thanksgiving	February 16-20	Presidents' Week
December 18-January 5	Winter Recess	April 3 - April 10	Spring Recess
December 24	Floating Holiday	May 25	Memorial Day
December 25	Christmas Day Observed	June 19	Juneteenth

Elementary Grading Periods

	Grades TK-5
1st Trimester	August 6 - October 30
2nd Trimester	November 2 - February 26
3rd Trimester	March 1 - June 3

Secondary Grading Periods

	Grades 6-8	Grades 9-12
1st Quarter	August 6 - October 8	
2nd Quarter	October 13 - December 17	
3rd Quarter	January 6 - March 19	
4th Quarter	March 22 - June 3	

Elementary Parent/Teacher Conferences: November 6 - November 13, March 9 - March 11 and June 2 - June 3

Nicolet Parent/Teacher Conferences: October 13 - October 16 and March 24 - March 25

Secondary Finals: December 15 - December 18 and June 1 - June 3

SCHOOL SCHEDULES Posted on www.banning.k12.ca.us

Approved: October 10, 202

Banning UNIFIED SCHOOL DISTRICT

Banning Unified School District2027-28 Academic Calendar

Key

H = Holidays
N= New Teacher Orientation
PD = Professional Developmemt Da
M = Minimum days

July

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

August

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

September

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

October

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

November

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

December

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

January

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

February

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

March

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

April

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

May

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

June

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

Holidays

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November 25	Thanksgiving Day	February 16-20	Presidents' Week
November 26	Day After Thanksgiving	April 3 - April 10	Spring Recess
December 17 -January 4	Winter Recess	May 25	Memorial Day
December 25	Christmas Day Observed	June 19	Juneteenth
December 31	Floating Holiday		

Elementary Grading Periods

	Grades TK-5
1st Trimester	**August 5 - October 29**
2nd Trimester	**November 1 - February 29**
3rd Trimester	**March 1 - June 1**

Secondary Grading Periods

Grades 6-8	Grades 9-12
1st Quarter	August 5 - October 8
2nd Quarter	October 11 - December 16
3rd Quarter	January 5 - March 17
4th Quarter	March 21 - May 31

Elementary Parent/Teacher Conferences: November 5 - November 12, March 8 - March 10 and May 31 June 1

Nicolet Parent/Teacher Conferences: October 11 - October 15 and March 22 - March 24

Secondary Finals: December 14 - December 16 and May 31 - June 1

SCHOOL SCHEDULES Posted on www.banning.k12.ca.us

Approved: October 10, 202

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APPENDIX E – DEFINITIONS

EERA is defined as the Education Employment Relations Act.

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

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

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

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

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

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