

A G R E E M E N T
B E T W E E N
BANTA ELEMENTARY SCHOOL DISTRICT
A N D
BANTA EDUCATORS ASSOCIATION/CTA/NEA

FOR THE PERIOD
JULY 1, 2016 THROUGH JUNE 30, 2019

TABLE OF CONTENTS

ARTICLE 1 AGREEMENT	PAGE 1
ARTICLE 11 RECOGNITION	PAGE 1
ARTICLE 111 DEFINITIONS	PAGE 1
ARTICLE IV NEGOTIATION PROCEDURES	PAGE 2
ARTICLE V PERSONNEL FILES	PAGE 3
ARTICLE VI GRIEVANCE PROCEDURE	PAGES 4 – 6
ARTICLE VII PUBLIC COMPLAINTS	PAGE 7
ARTICLE VIII HOURS AND WORKING CONDITIONS	PAGE 8
ARTICLE IX LEAVES	PAGES 9 – 12
ARTICLE X CERTIFICATED EMPLOYEE EVALUATION	PAGES 13-16
ARTICLE XI TRANSFERS	PAGE 17
ARTICLE XII TEACHER SAFETY	PAGE 17
ARTICLE XIII MANAGEMENT RIGHTS AND DISTRICT POWERS	PAGE 18
ARTICLE XIV SALARY AND FRINGE BENEFITS	PAGES 19-21
ARTICLE XV ORGANIZATIONAL SECURITY/PAYROLL DEDUCTION	PAGE 22
ARTICLE XV REOPENERS	PAGE 23

ARTICLE I AGREEMENT

- 1.1 The Articles and provisions herein constitute a bilateral and binding agreement (*Agreement*) by and between the Governing Board of the Banta Elementary School District (*Board*) and the Banta Educators Association/CTA/NEA (*Association*) an employee organization.
- 1.2 The term of this Agreement shall be July 1, 2016 through June 30, 2019.

A R T I C L E I I RECOGNITION

- 2.1 The Board recognizes the Association as the exclusive representative of all certificated, non-administrative employees of the Board including: all certificated employees, and excluding: all substitute teachers and management, supervisory, confidential and classified employees, for the purposes of meeting and negotiating.

ARTICLE III DEFINITIONS

- 3.1 "Teacher" or "bargaining unit member" refers to any employee who is included in the unit represented by the Association as defined in Article II and therefore covered by the terms and provisions of this Agreement.
- 3.2 "Workday" means any day a unit member is required to be present at the school site.
- 3.3 "Negotiate in good faith" means a serious and honest effort on the part of each party to reach agreement.
- 3.4 "Paid Leave of Absence" means that a teacher shall be entitled to receive wages and all fringe benefits, including but not limited to, insurance and retirement benefits.
- 3.5 "Unpaid no-benefit leave" means the employee receives no benefits of employment except the right to return to duty assignment as specified by the District. Employees may continue Banta Elementary School District benefits at their own expense during an unpaid, no benefit leave.
- 3.6 "Immediate family" means mother, father, grandmother, grandfather, or grandchild of the teacher or of the spouse of the teacher and the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister or step parents of the employee, or any relative living in the immediate household of the employee.
- 3.7 "Daily rate of pay" means the teacher's annual salary divided by the number of days he/she is contracted by the Board to be present for duty.
- 3.8 "Day" means calendar day.

A R T I C L E I V
NEGOTIATION PROCEDURES

- 4.1 At the regular Board meeting in October, the Association shall "sunshine" proposed changes to this contract in written form. After the public has had the opportunity to comment on the Association proposal, the District will sunshine its opening proposal for public review and comment. The Board shall, upon request and after the public disclosure laws have been complied with, meet and negotiate in good faith with the Association on proposed changes to this contract. All negotiated changes shall be presented in written form at a public Board meeting for ratification.
- 4.2 Either party may utilize the services of outside consultants or negotiators to assist in the negotiations.
- 4.3 The Board and the Association may discharge their representative duties by means of authorized officers, individual representatives or committees.
- 4.4 Negotiations shall take place at mutually agreed times and places.
- 4.5 The Board shall furnish the Association with one (1) copy of all prepared District reports that are a matter of public record.
- 4.6 No later than October 15, the Board shall furnish the Association with the placement of personnel on the respective salary schedule as of October 1.
- 4.7 The Board agenda will be submitted to bargaining representatives designated by the Association forty-eight (48) hours before Board meeting and minutes will be given to the Association president within ten (10) working days after the Board approval.

ARTICLE V
PERSONNEL FILES

- 5.1 An employee of the district shall have the right to review the contents of his/her own personnel file maintained by the District. An Association representative may, at the employee's request, accompany him/her in this review.
- 5.2 No anonymous material shall be placed in the personnel file of a teacher.
- 5.3 A unit member shall be provided any negative material before it is placed in his/her personnel file. He/She shall also be given an opportunity during normal business hours, without loss of pay, to initial and date the material and to prepare a written response, within fifteen (15) working days, to such material. The written response shall be attached to the material. However, the unit member shall not have the right to inspect personnel records at a time when the employee is actually required to render services to the District.
- 5.4 Upon written authorization by the unit member, a representative of the Association shall be permitted to examine and/or obtain a copy of materials in such teacher's personnel file.
- 5.5 The District shall keep a log indicating the persons who have requested to examine a unit member's personnel file as well as the dates such requests were made. Such log shall be available for examination by the teacher or his/her Association representative, if so authorized by the teacher. This does not apply to District personnel whose normal duties require access to personnel file on a routine basis.
- 5.6 The District shall maintain the teacher's personnel files at the District's Office.

A R T I C L E V I
G R I E V A N C E P R O C E D U R E

A. DEFINITIONS

- 6.1 A "Grievance" is a claim by one or more identified bargaining unit members or by the Association that there has been a violation, misinterpretation, or misapplication of a specific provision of this Agreement which personally and adversely affects the grievant(s). The Association will only file grievances that have school-wide or district-wide impact.
- 6.2 A "grievant" is a unit member, a group of unit members, or the Association.
- 6.3 A "day" is any day the District Office is open excluding Christmas and Spring Break.

6.4 LEVEL ONE — INFORMAL RESOLUTION

A unit member, and their Association representative if desired and his/her site administrator, or other District administrator if appropriate, shall attempt to resolve differences or dissatisfactions in a collaborative and problem solving mode, as soon as possible, but such resolutions must be in accordance with the provisions of this Agreement.

6.5 LEVEL TWO — WRITTEN FORM — SITE ADMINISTRATION

- 6.5.1 If a satisfactory resolution of the problem is not reached through the informal discussion process, the grievant shall have the right to file a grievance with his/her site administrator.

The written grievance shall be filed within fifteen (15) workdays, from the date the grievant learned of, or reasonably should have known of, the act or omission giving rising to the grievance.

- 6.5.2 The grievance shall be filed on a form jointly developed by the District and the Association and made available by the Superintendent's office.

The grievance shall contain a clear and concise statement of the act or omission giving rise to the grievance including the name of any involved employee, date(s), time(s) and place(s) involved in the alleged grievance. It shall also specify the section(s) of the contract which are alleged to have been violated, the specific remedy sought by the grievant, and the reason why the site administrator's proposed resolution, if any, is unacceptable.

- 6.5.3 Within ten (10) days of receipt of the written grievance, the site administrator shall schedule a meeting to discuss the grievance. The meeting shall be conducted within ten (10) workdays from the date when the grievance is received by the site administrator. The purpose of the meeting shall be to attempt to resolve, in a collaborative manner, the issues raised in

the grievance. If a resolution is not reached at the meeting, the site administrator shall issue written response within ten (10) workdays of this meeting.

6.6 LEVEL THREE — FORMAL — DISTRICT ADMINISTRATOR

- 6.6.1 The grievant may appeal the decision rendered by the site administrator by filing the grievance form with the Superintendent, or his or her designee, within ten (10) workdays after receiving the Step Two decision. Information copies shall be sent to the appropriate District administrator and the Association. Relevant information obtained during Level Two may be asserted.
- 6.6.2 The District and the Association shall attempt to resolve the issues raised in the grievance through collaborative problem-solving efforts.
- 6.6.3 A Level Three conference shall be scheduled by the Superintendent's office within ten (10) workdays after receipt of the grievance. All parties may be represented at the conference.
- 6.6.4 Within ten (10) workdays after the conference with the grievant, the Superintendent or his/her designee shall render a proposed written decision, including the reasons therefor, copies of which shall be sent to the grievant's site administrator and the Association.

6.7 LEVEL FOUR — THE BOARD OF TRUSTEE

- 6.7.1 If a grievance is not resolved at Level Three, the Association may request a hearing before the Board. The request shall be filed with the Superintendent within ten (10) workdays after the written decision of the Superintendent or designee has been received.
- 6.7.2 Within 30 days of receiving the grievance, the Board shall:
 - 6.7.2.1 a. Hold a hearing concerning the grievance, and
 - b. Render a final decision within thirty (30) calendar days of the hearing.
 - 6.7.2.2 The Board 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 as alleged by the grievant, grievants or Association.
 - 6.7.2.3 The decision of the Board shall be based solely upon the evidence and arguments presented by the Parties in the presence of each other and upon arguments presented in writing.

6.8 GENERAL PROVISIONS

- 6.8.1 No party may be required to discuss any grievance if his/her representative is not present.
- 6.8.2 Unless otherwise provided, the time allowance set forth in this grievance procedure may be extended by mutual written agreement of the unit member or the Association representative and the authorized representative of the District.
- 6.8.3 Any grievance not appealed to the next step of the procedure within the prescribed time limits shall be considered settled on the basis of the answer given in the preceding level and may not be appealed to the next level.
- 6.8.4 If the District does not render a written response within the limits set forth at any step of the proceedings, the grievant may advance to the next step by filing the grievance form(s) within the limits specified at each step of the Grievance Procedure.
- 6.8.5 No reprisal of any kind will be taken by or against any participant in the grievance procedure by reason of such participation.
- 6.8.6 All documents generated under this procedure will be kept separately from the unit member's personnel file.

ARTICLE VII
PUBLIC COMPLAINTS

- 7.1 This article shall not be applicable in any circumstances where the alleged conduct of the unit member involves violations of state or federal law, or alleged misconduct or is subject to investigation by a law enforcement agency.
- 7.2 Any citizen or parent complaint about a teacher shall be reported to the teacher within five (5) working days by the administrator receiving the complaint. The site administrator shall generally encourage the parent/complainant to contact the teacher if he/she has not already done so.
- 7.3 Should the involved teacher or the complainant believe the allegations in the complaint warrant a meeting, the Principal shall attempt to schedule a meeting between the teacher and the complainant.
- 7.4 If the matter is not resolved at the meeting, to the satisfaction of the complainant, he/she may put his/her complaint in writing and submit the original to the teacher with a copy to the Principal. The teacher shall have the right to respond to the complaint both orally and in writing, and to have any written response attached to the complaint. Documentation utilized while the investigation is ongoing shall be maintained as confidential and in a file separate from the teacher's personnel file.
- 7.5 If the teacher challenges the truth of the allegations contained in the complaint, he/she may request an investigation by the Principal or designee. The Principal's investigation of a written complaint generally should be completed no longer than twenty (20) working days after the written complaint is received.
- 7.6 Complaints which are withdrawn, or shown to be false, shall neither be placed in the teacher's personnel file nor utilized in any evaluation or disciplinary action against the teacher.
- 7.7 Should this procedure show the allegations of the complaint to be generally true, then documentation regarding the complaint may be placed in the teacher's personnel file. The response if prepared will be attached to the complaint and the teacher will have ten (10) working days to prepare a response and may also respond verbally to the Superintendent or his or her designee.

ARTICLE VIII
HOURS AND WORKING CONDITIONS

8.1 LENGTH OF THE PROFESSIONAL DAY

- 8.1.1 The teacher's day will begin twenty (20) minutes prior to the start of the student day. (Cal. Code Regs., tit. 5, § 5570)
- 8.1.2 Each teacher shall work within the concept of a professional day, defined as the opportunity for unit members to conclude the work day when their on-campus professional duties have been fulfilled. Professional duties shall include: faculty meetings, parent conferences, Back to School Night, Open House, Winter Program and Graduation. The time between primary dismissal and intermediate dismissal shall be considered a part of the professional day.
- 8.1.3 On a regular day, primary grades will be released 45 minutes prior to upper grades for preparation time.

8.2 CALENDAR

- 8.2.1 On the Friday prior to Mid-Trimester Progress Reports and Trimester Report Cards being issued, the school day shall be shortened, for all grades to allow teacher work-time to prepare and update reports and analyze student progress. Student dismissal shall be at 1:30 p.m. There shall be a minimum of six (6) such early release days per school year. Unit members shall remain on campus until the completion of their professional day.
- 8.2.2 Teachers shall work 183 days, two (2) work days before school starts, one (1) work day at the end of the year and one hundred eighty (180) student instructional days.

8.3 CELL PHONES

- 8.3.1 Cell phones are not to be used during the instructional day except in cases of emergency and during duty-free periods.

ARTICLE IX
LEAVES

9.1 SICK LEAVE: Every teacher shall be entitled to ten (10) days of paid sick leave per regular school year of employment.

- Unused sick leave shall accrue from school year to school year.
- At the beginning of each school year, every teacher shall receive a sick leave allotment credit, equal to his/her sick leave entitlement for the school year.
- The Board or designee shall provide each teacher with a written statement of (1) his/her accrued sick leave total and (2) his/her sick leave entitlement for the school year. Such statement shall be provided no later than October 15 of each school year.
- The time for early morning call-in for a substitute shall begin at 6:00 a.m. The teacher shall not call in later than 6:30 a.m.

9.2 PREGNANCY DISABILITY LEAVE: The District shall provide for leave of absence from duty for any certificated employee of the District who are required to be absent from duties because of pregnancy, miscarriage, childbirth, and recovery there from. The leave of absence length, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee and the employee's physician. Disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment by any school district.

9.3 CHILD REARING LEAVE: Upon request, the Board shall provide a male or female teacher who is a natural or adopting parent an unpaid leave of absence for the purpose of rearing his or her infant. Such leave will remain in effect at least until the end of the trimester the birth or adoption of the child occurs and no longer than the end of the second trimester following the birth or adoption of the child. A teacher shall notify the Board that he or she intends to take such leave at least four (4) weeks prior to the anticipated date on which the leave is to commence.

9.4 ADOPTION LEAVE: Teachers shall be permitted to use up to ten (10) days sick leave or differential pay when adopting a child.

9.5 EXTENDED ILLNESS LEAVE: If a teacher has utilized all of his/her accumulated sick leave and is still absent from his/her duties on account of illness or accident for a period of five(5) months or less, then the amount deducted from the salary due him or her for the additional five (5) months or less in which the absence occurs shall not exceed the sum that is actually paid a substitute employee employed to fill his or her position during his or her absence or, if no substitute employee was employed, the amount that would have been paid to a substitute had he or she been employed. The substitute's actual salary or what would have been paid to a substitute, shall be deducted from the teacher's salary and the balance forwarded to the teacher on leave. Extended sick leave applies to all cases of sick leave and personal necessity leave with the exception of situations dealing with personal business as defined in education code.

9.6 INDUSTRIAL ACCIDENT AND ILLNESS LEAVE: The provisions for granting Industrial accident and illness leave contained in Education Code § 44984 are hereby incorporated by reference

9.7 PERSONAL NECESSITY LEAVE

9.7.1 Each year, pursuant to Education Code section 44981, each unit member may use up to seven (7) days of his/her accumulated sick leave for reasons of personal necessity.

"Personal Necessity" means situations dealing with business or personal emergencies that cannot be dealt with before or after the school day.

9.7.2 Unit members shall notify the district as soon as possible when these events are known and an absence under this section occurs.

9.7.3 Advance notice shall not be required for cases of serious illness or death in the immediate family, accident involving the unit member's person or property, or the person or property of a member of the unit member's immediate family.

9.8 BEREAVEMENT LEAVE: Every teacher shall be entitled to three (3) days of paid leave of absence, or five (5) days if travel of more than 300 miles is involved, because of the death of any member of his/her immediate family. This leave shall not be deducted from sick leave. The District shall require the use of Bereavement Leave before Personal Necessity Leave days are used for purposes allowed in this paragraph.

9.9 JURY LEAVE: A teacher shall be entitled to as many days of paid leave as are necessary for jury duty.

9.10 MILITARY LEAVE: Any certificated employee who is inducted or is otherwise ordered into active duty as a member of the armed forces of the United States shall be granted a military leave of absence for the duration of his or her period of service. The leave shall be without pay unless required by law.

9.11 OTHER LEAVES: The Board of Education may grant a leave of absence to any certificated employee for a purpose other than those listed above.

9.12 FAMILY MEDICAL LEAVE ACT: FMLA and CFRA leaves run concurrently with any leaves above where applicable.

9.13 PERSONAL LEAVE – “No Tell Days”

9.13.1 All teachers prior to July 1, 2003, may continue to use six (6) of their Personal Necessity Leave Days as “No Tell” days. Teachers hired on or after July 1, 2003 may use two (2) of their Personal Necessity Leave Days as “No Tell” days. When they have accumulated forty (40) sick days, they will receive one (1) additional “No Tell” day.

9.13.2 Use of personal days by any bargaining unit member shall be subject to the following conditions:

- a. Must be full day.
- b. No more than two bargaining unit members may be absent due to a prearranged Personal Leave at any school site.
- c. Requests will be date and time stamped by the office. Substitutes will be assigned in the order requests are received in the office.
- d. No more than two Personal Leave Days may be taken together.

9.13.3 Personal days will not be used during state or federally required testing.

9.13.4 Personal leave days do not accumulate if not used and will not be paid out when the unit member leaves the District.

9.13.5 Unit members shall give their site administrator five (5) workdays written notice of their intent to use Personal Leave.

9.13.6 Personal Leave will only be taken if there are prearranged substitutes available to cover the unit member's assignment. The District will make a good faith effort to locate substitutes for unit members taking Personal Leave. However, substitutes shall first be assigned to cover unit members out on illness leave.

A R T I C L E X
CERTIFICATED EMPLOYEE EVALUATION

10.1 EVALUATION PROCEDURE

10.1.1 (Probationary and temporary teachers shall be evaluated each school year.) If a permanent (tenured) teacher receives a satisfactory rating, then an evaluation may be held every other year with the mutual agreement of the teacher and the administrator.

10.1.2 A teacher to be evaluated shall be notified no later than October 1. At this time, the teacher will be supplied with the forms to be used in the evaluation and advised of the criteria of the evaluation. The teacher will also.

- a. Be notified of the evaluator's identity.
- b. Be notified of the time-line of the evaluation procedure (length and number of formal observations, schedule of formal observations, conferences and final evaluation).
- c. Evaluation goals for probationary and temporary employees shall be developed at the first post observation conference.
- d. Tenured teachers will develop goals, if needed, following their first observation.

10.1.3 The evaluation process shall include the following activities:

- a. Probationary and temporary teachers shall receive at least (2) two formal classroom observations as specified below. Upon completion of a positive observation, the remainder observations shall not be required if mutually agreed upon by the evaluator and evaluatee.

(1) Drop-in observation — Unannounced observation which may occur at discretion of the evaluator.

(2) Informal observation — Does not require pre-conference. Date and time are the evaluator's choice.

(3) Formal observation — Preceded by a preconference at least five (5) working days prior to the observation at which time the lesson's written objective(s) will be submitted to the evaluator. Date, time and subject of observation shall be agreed upon by evaluator and evaluate. If the parties cannot agree, the evaluator shall set a date, time and subject with at least five (5) days' notice. Nothing in this article precludes the evaluator from conducting additional classroom visitations and observations of a unit member as deemed necessary in furtherance of the formal evaluation process.

b. Formal observations, as in (a) (3) above, shall last at least one entire lesson or class period whichever applies, unless it is agreed by evaluator and evaluate that the observation may be shorter.

c. Formal and informal observations shall be followed by a post-observation conference and a post-observation written conference summary within ten (10) working days of the observation.

d. If any deficiencies are expressly indicated in the observation report, the evaluator shall hold a conference with the unit member to make specific recommendations in writing in the areas of needed improvement, including providing suggestions and directions as determined by the evaluator to assist the unit member in improving performance.

e. A final evaluation conference between the teacher and the evaluator shall be held no later than thirty (30) days prior to the end of the school year, to discuss the results of the evaluation as set forth on the evaluation form. In the event the teacher disputes the content of the evaluation, he or she may prepare a written statement which shall be attached and incorporated into the final evaluation.

f. The final evaluation shall be based on established objectives and standards set forth in the evaluation form and other areas of concern identified by the evaluator.

10.1.4 When a permanent unit member receives an unsatisfactory evaluation, the evaluator shall annually evaluate the unit member until he/she receives a positive evaluation, or is separate from the District.

10.1.5 In the event that a permanent teacher receives an unsatisfactory final the evaluation, employee's supervisor will take affirmative action to assist the teacher in correcting any deficiencies. The supervisor's role in assisting the teacher will include but not be limited to some or all of the following:

- a. Specific recommendations for improvement.
- b. Direct assistance to implement such recommendations.
- c. Provision of additional resources to be utilized to assist with improvements such as mentor teacher assistance, workshops, and other remedies approved by the governing board at no expense to the teacher. The certificated employee also has the affirmative responsibility to utilize and cooperate with the assistance offered by the supervisor.

10.1.6 In preparation of the final evaluation form, the evaluator shall rely primarily on the data collected through classroom observations and post- observation conference summaries, as related to the common core state standards.

10.1.7 The District shall place a unit member who receives one or more "Needs to Improve" or "Unsatisfactory" ratings in the final evaluation on an assistance plan for the following school year, as provided in section 6, if the District intends to continue to employ the unit member.

10.1.8 A unit member who received an "Unsatisfactory" or "Needs to Improve" observation shall upon request, be granted an additional observation.

10.1.9 Any grievance regarding a violation of this Article shall be limited to claims alleging violation of the expressed evaluation procedures set forth in this article. No grievance arising under this article shall challenge the substantive objectives, standards, or criteria determined by the evaluator or District, nor shall the grievance contest the judgment of the evaluator.

10.1.10 Nothing contained in this article shall limit the right of the District to develop and adopt additional evaluation and assessment guidelines or criteria.

10.1.11 Unit members shall be eligible for step advancement providing they work seventy-five percent (75%) of the school year and receive a satisfactory evaluation.

10.2 PARTICIPATION IN TEACHING METHODS/INSTRUCTION PROGRAMS

10.2.1 Any evaluation pursuant to this Article which contains an unsatisfactory rating of an employee's performance in the area of teaching methods, or instruction, may include the requirement that the employee shall, as determined necessary by the District, participate in a program designed to improve appropriate areas of the employee's performance and to further pupil achievement and the instructional objectives of the District.

10.2.2 Any permanent classroom teacher who receives an unsatisfactory rating in his/her final evaluation in areas involving subject matter knowledge, teaching methods or classroom management should participate in the District's Peer Assistance and Review Programs so long as the PAR program is funded by the state.

ARTICLE XI
TRANSFERS

- 11.1 The Parties will negotiate this provision when the District is operating more than one school.

ARTICLE XII
TEACHER SAFETY

- 12.1 A teacher may suspend a student from his/her room for the day of the suspension and the day following for good cause. He/ She shall send the student to the principal for appropriate action.
- 12.2 Unit members must notify their site administrator in writing concerning an unsafe condition in the District directly affecting their health and safety. The site administrator shall investigate the reported unsafe condition and advise the unit member in writing within ten (10) workdays when administratively practicable of any findings and suggested corrected action(s).

ARTICLE XIII
MANAGEMENT RIGHTS AND DISTRICT POWERS

- 13.1 It is understood and agreed that the District retains all of its powers and authority to direct and control to the full extent of the law. Included in but not limited to those duties and powers are the rights to: direct the work of its employees; determine the method, means and services to be provided; establish the educational philosophy and the goals and objectives; ensure the rights and educational opportunities of students; determine the staffing patterns determine and kind of personnel required; determine the classification of positions; maintain the efficiency of the District operation; determine the curriculum; build, move or modify the facilities; develop a budget; develop and implement budget procedures; determine the methods of raising revenues; and contract out work, provided such work shall not reduce the current number of employees in the bargaining unit. In addition, the District retains the right to hire, assign, evaluate, promote, dismiss and discipline employees, and to take action on any matter in the event of an emergency.
- 13.2 The exercise of the foregoing powers, right, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express items of this Agreement and then only to the extent that such specific and express terms are in conformity with the laws of the State of California. A dispute between District policies, rules, regulations and practices and specific terms of this Agreement shall be subject to the grievance procedure.
- 13.3 The District will amend its written policies and procedures and take such other action by resolution or otherwise as may be necessary to give full force and effect to the provisions of this Agreement.
- 13.4 The District retains its rights to take whatever action it deems necessary to protect the safety and welfare of students and personnel in an emergency situation resulting from, but not limited to, the following catastrophic events: flood, fire, earthquake.

ARTICLE XIV
SALARY AND FRINGE BENEFITS

14.1 The Certificated Salary Schedule is Addendum B.

14.2 Newly hired teachers may be granted up to eight (8) years of experience for the purposes of placement on the Salary Schedule based on satisfactory service in any WASC accredited institution (or corresponding regional association) commencing with the 2003-04 school year.

14.3 Units completed by September 1 of a given school year shall apply to a classification to be effective in that year. All classes must have prior written approval of the District.

14.4 All transcripts for completed class work must be received by October 1 or the unit member will have to wait until next school year. Unit members can only move one column per year; except teachers who are newly credentialed who may move more than one column in the year they are credentialed.

14.5 Certificated personnel shall inform the District by May 1 if they intend to have enough units to advance to another column on the Salary Schedule. If notification is made, units for which proof of completion is provided by October 1, shall apply toward a column change. All summer courses must have approval prior to May 1 and be completed by September 1.

14.6 The District shall grant step and class adjustments to all eligible certificated staff members.

14.7 Fringe Benefits

The District shall provide each certificated staff members a maximum of \$11,520 annually for fringe benefits (\$960 per month starting October 1, 2018).

14.8 The District shall provide the following benefits as offered by the Central Valley Trust (CVT) to bargaining unit members:

- Group health plan with prescribed drugs, employee and dependents under a CVT Plan.
- Dental plan, employee and dependents.
- Vision care, employee and dependents.

14.9 Stipends

14.9.1 Professional Stipends

- Unit Members with a Master Degree from a WASC approved institution, shall receive a stipend of \$1,500/year with BA + 75 units.
- Unit members who are credentialed for Special Education, RSP or SDC, and are currently teaching Special Education shall receive a stipend of \$1,500/year with BA + 75 units.
- RSP teacher for any day in which a teacher is required to coordinate involving a non-school aged child that is the responsibility of the school district shall receive a stipend of \$300 per case.

14.9.2 Stipends for Leadership of school-related student activities, by a current certificated employee.

- Academic Pentathlon (meets throughout the year)- \$250
- Book Fair- \$200
- GATE Advisor- \$500
- BTSA Mentor- \$1500 per provider/participant
- Honor Society Advisor- \$400
- Science Camp- \$100 per day/ per teacher
- Bridge Camp- \$500
- Science Fair/ Astronomy Night Coordinator- \$200
- Sport Activities
 - Teacher-in-Charge- (Non-coach) \$300
 - Teacher-in-Charge- (Coach) \$500
- Sports Coordinator- \$750
- Student Council Advisor- \$500
- Teacher in Charge- \$100/day (prorated for partial day)
- Graduation Coordinator \$250
- Yearbook Advisor- \$500
- SST Coordinator- \$500
- Class Size Overflow- \$100 (the District will pay a stipend of \$100 to teachers for taking four or more students from another teacher who is absent and there is no substitute. The District agrees that less than four students will not be assigned unless compensated at the same rate)
- Any teacher who is requested by the Principal to cover a class during their prep period will receive \$30.00.

14.9.3 After school Title I tutoring, with written pre-approval of site administrator, shall be compensated at \$40 per hour.

14.9.4 Classroom Stipends

- Class Size- Class size stipend will be \$150 per qualifying school month class size reaches 34 students per attendance month, Maximum \$1,500. The class will be split between teachers who are team teaching in grades 5-8 when a class size reaches 34 students. An additional \$100 for classes once they reach the 37 students per attendance month.
- Add a classroom aide for the year when a class reaches 40 students for a period of one consecutive month.
- Combination- The classroom stipend will be \$500.00 if under 90 days/ \$1,000 if over 89 school days.
- An annual year end stipend of \$750 for a science teacher will be given when at least one class reaches 34 students or \$1,000 when at least one class reaches 37 students. The classroom aide will accompany the class to the science lab if the class has 40 or more students.

ARTICLE XV
ORGANIZATIONAL SECURITY/PAYROLL DEDUCTION

Dues Deduction

- 15.1 The right of payroll deduction for payment of organizational dues shall be accorded to the Association. Association dues, upon written notification from the Association to the District, shall be increased or decreased without reauthorization from the unit member.
- 15.2 Pursuant to initial authorization by the unit member, the District shall deduct 1/11 of the Association dues from his/her regular salary check each month, August through June. Deductions for unit members who sign such an authorization after the commencement of each school year shall be appropriately prorated to complete the payment by the end of the school year.
- 15.2.1 Authorization and changes received by the district prior to or on the 15th of each month shall be included in the same month's payroll.
- 15.2.2 Authorizations and changes received by the District after the 15th of the month shall not be required to be included in the same month's payroll process, but shall be included no later than the following month's payroll process.
- 15.3 With respect to all sums deducted by the District pursuant to authorization of the unit member, for the membership dues, the District agrees to promptly remit such monies to the Association along with an alphabetized list of unit members for whom such deductions have been made and any changes that may have occurred since the previous list.
- 15.4 The District shall only discontinue payroll deductions of dues payments for any unit member upon receipt of written revocation from the unit member, subject to the timelines in the above listed agreements.
- 15.4.1 The District shall upon receipt of written revocation, submit one (1) copy to the Association.
- 15.5 The Association agrees to furnish any information needed by the District to fulfill the provisions of this article.

ARTICLE XV REOPENERS

- 16.1 Reopeners for each school year include salary, benefits, and two reopeners per party.
- 16.2 The parties are free to discuss issues of mutual concern between their authorized representative.

AGREEMENT BETWEEN THE BANTA EDUCATORS ASSOCIATION/CTA/NEA
AND BANTA ELEMENTARY SCHOOL DISTRICT

The following constitutes a bilateral agreement between the Banta Educators Association CTA/NEA and Banta Elementary School District. This agreement will become effective upon ratification by the Association and the Banta Elementary School District Board of Trustees. Once adopted this agreement shall remain in effect until June 30, 2019.


Association President


District Superintendent

10-23-18
Date

10-23-18
Date