

Agenda
BIGGS UNIFIED SCHOOL DISTRICT
REGULAR MEETING OF THE BOARD OF TRUSTEES
BOARD ROOM – 300 B Street
June 15, 2022
6:00 p.m. Closed Session
7:00 p.m. Estimated Open Session

District LCAP Goals

- ❖ Goal 1 – Biggs Unified will provide conditions of learning that will develop College and Career Ready students. Priority 1, 2 and 7.
- ❖ Goal 2 – Biggs Unified will plan programs, develop plans, and provide data from assessments that will maximize pupil outcomes. Priority 4 and 8.
- ❖ Goal 3 – Biggs Unified will promote students engagement and a school culture conducive to learning. Priority 3, 5 and 6.

OPEN SESSION

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PLEDGE OF ALLEGIANCE**
- 4. APPROVAL OF AGENDA**
- 5. APPROVAL OF MINUTES**

Pgs 4-8 A. May 4, 2022 Regular meeting

CLOSED SESSION

1. Public Employment Appointment of Personnel as listed under “Personnel Action” below; Pursuant to Government Code Section 54957
2. Classified, Certificated, Classified Confidential, and Management Personnel Discipline, Dismissal and/or Release; Pursuant to Government Code Section 54957
3. Public Employee Performance Evaluation of Classified, Certificated, Classified Confidential, Management and Superintendent; Pursuant to Government Code Section 54957
4. Litigation; Pursuant to Government Code Section 54956.9
5. Instructions to Board Negotiators, Superintendent and Board Member; Pursuant to Government Code Section 54957.6(a)

If Closed Session is not completed before 7:00 p.m., it will resume immediately following the open session/regular meeting.

RECONVENE TO OPEN SESSION

- 1. ANNOUNCEMENT OF ACTIONS TAKEN IN CLOSED SESSION**
- 2. PARENT ASSOCIATIONS REPORTS**
- 3. CLASSIFIED SCHOOL EMPLOYEES ASSOCIATION (CSEA) and BIGGS UNIFIED TEACHERS ASSOCIATION (BUTA) REPORTS**
- 4. PUBLIC COMMENT**
Anyone wishing to address the Board on items on or off the agenda may do so at this time. No action may be taken on items that are not listed as Action Items. Comments are limited to 3-5 minutes and 20 minutes each subject matter.
- 5. PUBLIC HEARINGS**

- A. LCAP Plan (Under separate cover)
- B. 2022/2023 Original Budget (Under separate cover)

6. REPORTS (Pursuant to the Brown Act: Gov. Code 854950 et.seq. - Reports are limited to announcements or brief descriptions of individual activities)

- A. ELEMENTARY SCHOOL PRINCIPAL’S REPORT
- B. HIGH SCHOOL PRINCIPAL’S REPORT
- C. M/O/T AND FOOD SERVICE DIRECTOR’S REPORT
- D. SUPERINTENDENT’S REPORT
- E. CHIEF BUSINESS OFFICER’S REPORT
 - 1. 2022-2023 Original Budget
- F. BOARD MEMBER REPORTS

7. CONSENT AGENDA

All matters listed under the Consent Agenda are routine and will be acted upon by one motion and vote. If an item needs further clarification and/or discussion, it may be removed from the Consent portion of the agenda and then be acted upon as a separate item.

- Pg. 9 A. Inter-district Agreement Request(s) for the 2022/2023 school year

8. ACTION ITEMS

- Pg. 10 A. Adopt Resolution 2021/2022 #13 - Ordering Governing Board Member Election

Resolutions #13, 14 and 15 are mandatory to conduct Board of Trustees elections in the fall. The Superintendent recommends adoption.
- Pg. 11 B. Adopt Resolution 2021/2022 #14 - Regarding Costs of Candidates’ Statements

The Superintendent recommends adoption.
- Pg. 12 C. Adopt Resolution 2021/2022 #15 - Establishing Procedure in Case of Tie Vote at Governing Board Election

The Superintendent recommends adoption.
- Pgs. 13-19 D. Approve Agreement with BCOE Expanded Learning Program effective July 1, 2022
- Pgs. 20-26 E. Approve Ag Incentive Grant Application for 2022/23
- Pgs. 27-28 F. Approve Education Protection Account (EPA) expenses

The Superintendent recommends approval.
- G. Approve 2022/2023 Designation of CIF Representatives to League

The Superintendent recommends approval of the following representatives: Doug Kaelin and Scott Otis
- Pgs. 29-35 H. Approve Agreement with CSEA Bargaining Unit for the 2022/2023 school year and Salary Schedule.
- Pgs.36-42 I. Approve Agreement with BUTA Bargaining Unit for 2022/2023 school year and Salary Schedule.

- Pgs. 43-49 J. Approve Agreement with Confidential Classified Unit and Salary Schedule for 2022-2023 school year.
- Pg. 50 K. Approve Certificated Management Salary Schedule for 2022-2023 school year.
- Pg. 51 L. Approve Superintendent Contract and Salary Schedule 2022-2023
- Pgs. 52-58 M. Approve CBO Contract and Salary Schedule 2022-2023
- Pgs. 59-60 N. Approve contract of Scott Otis as High School Principal for 2022-2023 school year

9. PERSONNEL ACTION

- A. Approve hiring Scott Otis as High School Principal effective July 1, 2022
- B. Approve hiring of Misty Vargas and Katie Cyr as Short-term Summer Lt. Maintenance/Custodian positions.
- C. Accept resignation of Michaela Haemmig as BHS English Teacher effective June 30, 2022
- D. Approve hiring Justine Speegle as BES Multi Subject Teacher effective August 1, 2022
- E. Approve hiring Biggs High School Ag Teacher effective July 1, 2022 – Name to be announced at meeting
- F. Accept resignation of Roscoe Deel as Boys Head JV Basketball Coach effective May 23, 2022.
- G. Approve hiring Boys Varsity Basketball coach for the 2022/2023 season – Name to be announced at meeting
- H. Approve hiring Travis Smith as Bus Driver/Custodian/Light Maintenance effective August 9, 2022
- I. Approve hiring Ashleigh Aldridge as the BHS SST Coord. and BHS Testing Coord. for the 2021/2022 school year.
- J. Approve Stipend List for the 2022-2023 School Year.
- | | |
|------------------------------|-------------------|
| 1. BHS SST Coord. | Ashleigh Aldridge |
| 2. BHS Testing Coord. | Ashleigh Aldridge |
| 3. BES Student Coun. Adv. | Javier Solis |
| 4. CJSF Advisor | Beth Chavez |
| 5. BES Testing Coord. (SBAC) | LaQuita Ulrich |
- K. Accept resignation of Charity Holliman as BES Lead Teacher for 2022/2023 school year.

10. INFORMATION ITEMS

11. FUTURE ITEMS FOR DISCUSSION

12. ADJOURNMENT

Notice to the Public: Please contact the Superintendent's Office at 868-1281 ext. 8100 should you require a disability-related modification or accommodation in order to participate in the meeting. This request should be received at least 48 hours prior to the meeting in order to accommodate your request.

Minutes
BIGGS UNIFIED SCHOOL DISTRICT
REGULAR MEETING OF THE BOARD OF TRUSTEES
MAY 4, 2022

OPEN SESSION

CALL TO ORDER – President Phillips called the meeting to order at 6:02 p.m.

ROLL CALL - Board members present: Jonna Phillips, Linda Brown, Kathryn Sheppard, America Navarro and Dennis Slusser were present.

PLEDGE OF ALLEGIANCE – President Phillips lead the Pledge of Allegiance.

APPROVAL OF AGENDA

The Board approved the agenda as amended with additions of Personnel Action Items 9G - Accept resignation of Tanisha Norvell as Ag Teacher effective November 11, 2022; Item 9H - Accept resignation of Alex Wroten as Bus Driver, Custodian, Light Maintenance effective April 30, 2022; Item 9I -Approve hiring Alex Wroten as Bus Driver, Custodian, Grounds effective May 1, 2022; and Item 9J -Approve hiring Channing Cornell as a High School Substitute Teacher for the 2021/2022 school year. MSCU (Navarro/Sheppard) 5/0

Slusser – Aye Navarro – Aye Brown – Aye Sheppard – Aye Phillips – Aye

APPROVAL OF MINUTES

The Board approved the minutes from the April 6, 2022 regular Board meeting as written. MSCU (Sheppard/Navarro) 5/0

Slusser – Aye Navarro – Aye Brown – Aye Sheppard – Aye Phillips – Aye

The Board adjourned into Closed Session at 6:04 pm

CLOSED SESSION

- 1. Public Employment Appointment of Personnel as listed under “Personnel Action” below; Pursuant to Government Code Section 54957**
- 2. Classified, Certificated, Classified Confidential, and Management Personnel Discipline, Dismissal and/or Release; Pursuant to Government Code Section 54957**
- 3. Public Employee Performance Evaluation of Classified, Certificated, Classified Confidential, Management and Superintendent; Pursuant to Government Code Section 54957**
- 4. Instructions to Board Negotiators, Superintendent and Board Member; Pursuant to Government Code Section 54957.6(a)**
- 5. Litigation; Pursuant to Government Code Sections 54956.9**

Closed Session was adjourned at 7:12 pm and reconvened to Open Session.

Staff Present: Doug Kaelin, Superintendent; Tyler Rutledge, Principal Biggs High School; La Quita Ulrich, Principal Biggs Elementary Schools and Moneek Graves, Fiscal Assistant

ANNOUNCEMENT OF ACTIONS TAKEN IN CLOSED SESSION – President Phillips reported that the Board gave the Superintendent a positive review. No other action was taken in closed session.

PARENT ASSOCIATIONS REPORTS – No Parent Association reports.

CLASSIFIED SCHOOL EMPLOYEES ASSOCIATION (CSEA) and BIGGS UNIFIED TEACHERS ASSOCIATION (BUTA) REPORTS - No report for CSEA or BUTA.

PUBLIC COMMENT:

Joslynn Navarro gave a presentation on why Biggs High School should stay on a 7 periods instead of going to 6. (SEE ATTACHED)

Ms. Aldridge presented; originally they saw the benefits to a 6 period day. With more insight realized it would take away the pathways options, and electives. Although the cons to 7 periods, it puts transferring students behind in credits, possibly changing the Board Policy regarding transfers and credits needed. Discuss that further.

PUBLIC HEARING

The hearing for the Resolution regarding Increasing School Facilities Fees was opened at 7:15 p.m. Superintendent Kaelin reviewed the process with the Board and public. There was no public comment. The hearing closed at 7:17 p.m.

REPORTS:

ELEMENTARY SCHOOL PRINCIPAL’S REPORT:

Principal Ulrich gave the report:

- Planning for next year: Universal Design TK-5th grade training for staff, Get Reading Write, TK- 3rd staff training. Intervention program and what that could look like when Personius is out.
- ABS kids update.
- State testing lowering questions to 23-28 instead of in the 50s.
- Rojelio was a huge success
- Teacher Holly Perkins is working on next years special events calendar

HIGH SCHOOL PRINCIPAL’S REPORT:

Principal Rutledge gave the report:

- FFA Update – FFA Butte Co Fair entries opened.
- Officer interviews, 2 Players for Loins All Star, Riley (small league) Cody (large league)
- ASB elections, Prom Saturday May 7th.
- Vince Sormano was recognized at Teacher of the Year Dinner. Tyler gave an extra thank you to Mr. Sormano for always being a face for students. Anytime he is not in a class he is outside his class talking to, encouraging and complementing students as they walk by. Has a great way communicating with difficult students and overall is very much appreciated.

M/O/T/, FOOD SERVICE and SUPERINTENDENT’S REPORT:

Superintendent Kaelin gave the report:

- Planning summer projects and planning/prepping for graduations.

- Working on the Universal TK Program report. Must go to the State in June.
- MOT- Bus update 2 out at shops. 2 maintenance trucks had Cadillac converters stolen. Plan to add additional lighting and camera's in one area that does not currently have any to prevent further theft.
- Cafeteria: Grant for \$97k was approved, we will pay \$8k to receive the money. Also a \$30k dishwasher grant is being looked into.
- Grounds: Graduation, summer projects. ESSER\$ and the new shade structures.
- Ag Teacher resigned at end of FMLA leave, Nov 11. Giving us the opportunity to hire someone now and put Ms. Norvell on special assignment until November.
- Budget and updated the LCAP.

BOARD MEMBER REPORTS: Nothing from the Board

CONSENT AGENDA

The Board approved the Consent Agenda Items A - C. MSCU (Sheppard/Brown) 5/0

Slusser – Aye Navarro – Aye Brown – Aye Sheppard – Aye Phillips – Aye

- A. Inter-district Agreement Request(s) for the 2022/2023 school year
- B. Approve Confidential Staff Summer Schedule of four 10 hour days starting June 5, 2022.
- C. Approve Purchase Order & Vendor Warrants for February 1st through April 22nd, 2022

ACTION ITEMS

The Board approved Action Items A - N. MSCU (Slusser/Navarro) 5/0

Slusser – Aye Navarro – Aye Brown – Aye Sheppard – Aye Phillips – Aye

- A. Re-Schedule June board meeting to June 15, 2022 and 2nd meeting June 29, 2022 – June 15th meeting start at 6:30pm. June 29th time will be set at the June 15th meeting. President Phillips and Members Navarro, Sheppard and Slusser will be out of town on June 29th. Working on possibly setting up zoom or phone meeting.
- B. Adopt revised 2022/2023 District Calendar moving week of Spring Break from April 17th to April 10th, 2023
- C. Approve Resolution 2021/2022 #10 – Increasing School Facilities Fees
- ~~D. Approve FFA overnight field trip to San Luis Obispo for Cal Poly State Field Day, May 6th & 7th, 2022~~
REMOVED
- E. Adopt Resolution 2021/2022 #11 Notice of Participation in BSSP Workers Compensation Program effective July 1, 2022
- F. Approve Participating Program Members statement to participate in the North Bay Schools Insurance Authority per BSSP Resolution 22-01, Resolution of the Governing Board of the BSSP JPA to Become a Member of North Bay Schools Insurance Authority And To Join Its Workers' Compensation Program, For The Benefit Of Its Participating Members, And Participating Members' Statement Of Agreement
- G. Approve Application for Certificate of Consent to Self-Insure as a Public Agency Employer Self-Insurer

This form is required by the Department of Industrial Relations, Office of Self-Insurance Plans (DIR OSIP), to move from the NVSIG to BSSP joint powers authority self-insured pool.

- H. Adopt Resolution 2021/22 #12, Resolution Authorizing Application To The Director Of Industrial Relations, State Of California For A Certificate Of Consent To Self-Insure Workers' Compensation Liabilities

This resolution is required by the DIR OSIP to accompany the document in G, above.

- I. 2021 Consumer Confidence Report (CCR) for Richvale School
- J. Approve Declaration of Need for Fully Qualified Educators

This action allows the District to assign teachers out of their credential subject matter if absolutely necessary. The Superintendent recommends approval.

- K. Superintendent Evaluation
- L. Approve three year contract with Independent Audit Consultant, Christy White, CPA
- M. Adopt Universal Prekindergarten Planning and Implementation Grant Program
- N. Approve the Biggs Elementary 2021-2022 Single Plan for Student Achievement (SPSA) - **ADDED**

PERSONNEL ACTION

The Board approved Personnel Action Items A - J. MSCU (Navarro/Brown) 4/1

Slusser – Nay Navarro – Aye Brown – Aye Sheppard – Aye Phillips – Aye

- A. Approve Hiring Connor McGee as an Intern Math Teacher for Biggs High School for the 2022/2023 school year.
- B. Accept Resignation of Thane Harrington as Bus/Grounds/Custodian effective April 29, 2022
- C. Accept Resignation of Chaz McKiernan as temporary Grounds effective April 22, 2022
- D. Approve Stipend List for 2022/2023 School Year
 - 1. Tim Sheridan – Varsity Girls Basketball Coach
 - 2. Michelle Felkins – Softball Coach
 - 3. Michelle Felkins – Varsity Volleyball Coach
 - 4. Michelle Felkins – JV Volleyball Coach
 - 5. Adam Sharrock - ASB Advisor
 - 6. Charity Holliman – BES Lead Teacher
 - 7. Hollie Byers – BES Results Coordinator
 - 8. Hollie Byers – BES Soccer
 - 9. Jill Pearson – RES Lead Teacher
- E. Teacher Appreciation Week - The Superintendent recommends that the Board declare the week of May 2 - 6, 2022 as Teacher Appreciation Week. On National Teacher Day, May 3, 2022, thousands of

communities take time to honor their local educators and acknowledge the crucial role teachers play in making sure every student receives a quality education.

- F. Classified School Employee Week - The Superintendent recommends that the Board declare the week of May 15 - 21, 2022 as Classified Employee Week. Classified school employees play crucial roles in education. From transporting and feeding students to teaching them vital skills and ensuring that schools are operating smoothly, classified employees are integral to public education.
- G. *Accept resignation of Tanisha Norvell as Ag Teacher effective November 11, 2022 – ADDED***
- H. *Accept resignation of Alex Wroten as Bus Driver, Custodian, Light Maintenance effective April 30, 2022 – ADDED***
- I. *Approve hiring Alex Wroten as Bus Driver, Custodian, Grounds effective May 1, 2022 – ADDED***
- J. *Approve hiring Channing Cornell as a High School Substitute Teacher for the 2021/2022 school year. - ADDED***

INFORMATION ITEMS –

- A. LCAP Update – under Superintendent report.

FUTURE ITEMS FOR DISCUSSION – President Phillips would like to have Student of the Month put back on the Board Agenda for all Biggs schools.

ADJOURNED TO CLOSED SESSION – 7:54 p.m.

RECONVENE TO OPEN SESSION - 8:31 p.m.

ANNOUNCEMENT OF ACTIONS TAKEN IN CLOSED SESSION – President Phillips announced no action was taken during Closed Session.

ADJOURNMENT – 8:32 p.m.

MINUTES APPROVED AND ADOPTED:

Presiding President

Date

Distribution: Board of Trustees, Superintendent, Elementary School Principal, Financial Officer/Administrative Advisor, BUTA and CSEA Presidents, Student Representative, Student Government Class, Gridley Herald, District Office and Schools for Posting, and Official Record.

BIGGS UNIFIED SCHOOL DISTRICT

Meeting Date: June 15, 2022

Item Number: 7A
Item Title: Inter-district Agreement Request(s)
Presenter: Doug Kaelin, Superintendent & Donna Cyr, Admin. Assistant/HR Officer
Attachment: None
Item Type: Consent Agenda Action Report Work Session Other:

Background/Comments:

We have received the following interdistrict transfer requests. After reviewing each one with Board Policy and Administration Regulations 5117, we make the following recommendations.

2022-2023 School Year	From:	To:	Action	New/Ongoing:
1. (12 th grade)	Oroville	Biggs	Accept	Ongoing
2. (5 th grade)	Biggs	Oroville	Released	Ongoing
3. (4 th grade)	Biggs	Oroville	Released	Ongoing
4. (5 th grade)	Biggs	Palermo	Released	Ongoing
5. (7 th grade)	Biggs	Palermo	Released	Ongoing
6. (11 th grade)	Biggs	Gridley	Released	Ongoing
7. (8 th grade)	Biggs	Manzanita	Released	Ongoing
8. (1 st grade)	Biggs	Manzanita	Released	Ongoing
9. (10 th grade)	Biggs	Gridley	Denied	New
10. (6 th grade)	Biggs	Gridley	Released	New
11. (1 st grade)	Biggs	Gridley	Released	New
12. (9 th grade)	Biggs	Gridley	Released	Ongoing
13. (2 nd grade)	Biggs	Manzanita	Released	Ongoing
14. (2 nd grade)	Biggs	Manzanita	Denied	Ongoing
15. (TK grade)	Biggs	Manzanita	Denied	New
16. (2 nd grade)	Biggs	Gridley	Released	Ongoing
17. (5 th grade)	Biggs	Gridley	Released	Ongoing
18. (6 th grade)	Biggs	Thermalito	Released	New
19. (4 th grade)	Biggs	Thermalito	Released	New

Fiscal Impact: We will have a loss of ADA for those outgoing transfer requests and an increase of ADA for those incoming transfer requests.

Recommendation: The Superintendent recommends action as indicated.

**ORDER OF ELECTION
(Education Code Sections 5000, 5018, 5304, and 5322)**

Resolution 2021/2022 # 13

RESOLUTION ORDERING GOVERNING BOARD MEMBER ELECTION

WHEREAS, the regular biennial election of Governing Board members is ordered by law pursuant to Section 5000 of the Education Code to fill offices of Governing Board members of the Biggs Unified School District of Butte County, now be it

RESOLVED that, the County Superintendent of Schools for this county call the election as ORDERED and in accordance with the designations contained in the following Specifications of the Election Order made under the authority of Education Code Sections 5304 and 5322.

SPECIFICATIONS OF THE ELECTION ORDER

The election shall be held on Tuesday, November 8, 2022.

The purpose of the election is to elect 3 members of the governing board of the Biggs Unified School District

Offices Subject to Election: 3 Members 4 year terms
Kathryn Sheppard, M. America Navarro and Dennis Slusser

IT IS FURTHER ORDERED that the clerk or secretary of the Biggs Unified School District Governing Board shall deliver not less than 123 days prior to the date set for the election, one (1) copy to the officer conducting the election.

The foregoing Resolution and Order was adopted by a formal vote of the Biggs Unified School District Governing Board of Butte County, being the board authorized by law to make the designations therein contained on June 15, 2022.

Signed: _____
(Clerk/Secretary of the Governing Board)

Instructions: After the Order of Election is adopted by the board, the clerk or secretary should sign the Order and deliver two (2) copies to the County Superintendent of Schools and one (1) to the officer conducting the election, not less than 123 days prior to the date set for the election (Election Code 5322). One (1) of these copies is to be delivered by the County Superintendent to the County Clerk or Registrar of Voters, with a copy of the Notice of Election, at least 120 days prior to the day of election (Education Code 5324).

Instruction: If the election is called under Education Code Section 5018 insert:

"Another purpose is to measure whether the number of members of the governing board of _____ District shall be increase from three to five."

And
"Another purpose of the election shall be to elect two additional members of the governing board of _____ District to serve if the above measure is approved."

Remaining Board Members: Jonna Phillips and Linda Brown (Term expires 2024)

**RESOLUTION # 2021/2022 #14
REGARDING COSTS OF CANDIDATES' STATEMENTS**

WHEREAS, pursuant to Elections Code § 13307 - 133307.5, each candidate for elective office may prepare a candidate's statement for inclusion in the voter's pamphlet.

BE IT THEREFORE RESOLVED by the Biggs Unified Governing Board, that each candidate for a position on the Governing Board shall be required to pay his or her pro rata share of the cost of printing, handling, translating and mailing of the candidate's statement filed pursuant to California Elections Code § 13307 - 133307.5, in accordance with said section for the General Election to be held on November 8, 2022.

PASSED AND ADOPTED by the Governing Board this 15th day of June, 2022 by the following vote:

AYES: _____
(Board Member's Names)

NOES: _____
(Board Member's Names)

ABSENT: _____
(Board Member's Names)

ABSTENTION: _____
(Board Member's Names)

(President of the Governing Board)

ATTEST:

By: _____
(Secretary to the Board)

RESOLUTION # 2021/2022 #15

ESTABLISHING PROCEDURE

IN CASE OF TIE VOTE AT GOVERNING BOARD ELECTION

WHEREAS, 3 members of Biggs Unified School District Governing Board are to be elected at the November 8, 2022 election; and

WHEREAS, Education Code Section 5304 provides that the Governing Board has the duty to resolve tie votes in governing board elections; and

WHEREAS, Education Code Section 5016 provides that the Governing Board may either call a runoff election or determine the winner or winners by lot.

BE IT THEREFORE RESOLVED that, in the event a tie vote makes it impossible to determine which of two or more candidates has been elected to the Governing Board, the winner shall be determined by lot.

PASSED AND ADOPTED by the Biggs Unified School District Governing Board, this 15th day of June, 2022

by the following vote:

AYES: _____
(Board Member's Names)

NOES: _____
(Board Member's Names)

ABSENT: _____
(Board Member's Names)

ABSTENTION: _____
(Board Member's Names)

(President of the Governing Board)

ATTEST:

By _____
(Secretary to the Board)

Remaining Board Members: Jonna Phillips and Linda Brown

AGREEMENT FOR SPECIAL SERVICES BETWEEN LOCAL EDUCATION AGENCIES

This Agreement for Services ("Agreement") is made and entered into as of June 15, 2022 by and between the **Butte County Office of Education** ("BCOE") and **Biggs Unified School District** ("AGENCY"), (together, "Parties").

The terms of this Agreement are as follows:

1. **Purpose.** The duties, obligations and agreements to provide the services under this Agreement are set forth in the attached **Exhibit "A"** ("Services").
2. **Term.** Services shall commence on July 1, 2022 and will continue until June 30, 2023, unless this Agreement is terminated and/or otherwise cancelled prior to that time.
3. **Payment.** Compensation shall be as set forth in **Exhibit "B"** as the proposed fee for Services.
4. **Termination.** Either party may, at any time, with or without reason, terminate this Agreement with a reasonable explanation. Written notice by the terminating party shall be sufficient to stop further provision of Services. Notice shall be deemed given when received by the non-terminating party or no later than three (3) days after the day of mailing, whichever is sooner.
5. **Additional Services.** In the event either Party requires services from the other Party in addition to those set forth in this Agreement, the Party requiring additional services shall compensate the other Party for costs incurred by those additional services. If either Party believes that additional services are necessary or desirable, that Party shall submit a written description of the additional services to the other Party, along with the reasons the additional services are required or reasonable, and the specific cost of the additional services. Such services shall be performed only after both Parties agree in writing to proceed with the additional services.
6. **Indemnification.** The AGENCY agrees to indemnify, defend, and hold harmless BCOE, its officers, agents and employees against any claim, liability, loss, injury or damage imposed on BCOE arising out of the AGENCY's performance on this Agreement, except for liability resulting from the negligent or willful misconduct of BCOE, its officers, agents and employees. If obligated to indemnify, defend, or hold harmless BCOE under this Agreement, the AGENCY shall reimburse BCOE for all costs, attorney's fees, expenses and liabilities associated with any resulting legal action. The AGENCY shall seek BCOE approval of any settlement that could adversely affect the BCOE, its officers, agents or employees.

The BCOE agrees to indemnify, defend, and hold harmless AGENCY, its officers, agents and employees against any claim, liability, loss, injury or damage imposed on AGENCY arising out of the BCOE's performance on this Agreement, except for liability resulting from the negligent or willful misconduct of AGENCY, its officers, agents and employees. If obligated to indemnify, defend, or hold harmless AGENCY under this Agreement, the BCOE shall reimburse AGENCY for all costs, attorney's fees, expenses and liabilities associated with any resulting legal action. The BCOE shall seek AGENCY approval of any settlement that could adversely affect the AGENCY, its officers, agents or employees.
7. **Insurance.** Each party shall procure and maintain at all times insurance with minimum limits as customary for that party's course of business.

8. **Anti-Discrimination.** It is the policy of the BCOE that in connection with all work performed under contracts there be no discrimination against any person engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore Program Region agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735.
9. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
10. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

If to BCOE:

Butte County Office of Education
 Attn: Julie Jarrett
 1859 Bird Street
 Oroville, CA 95965
 Email: jjarrett@bcoe.org

If to AGENCY:

Biggs Unified School District
 Attn: Doug Kaelin - Superintendent
 300 B Street
 Biggs, CA 95917
 Email: dkaelin@biggs.org

Any notice personally given or sent by email transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective five (5) days after deposit in the United States mail.

11. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
12. **Assignment.** The obligations and/or interests of either party under this Agreement shall not be assigned or transferred in anyway without written consent from the other party.
13. **Arbitration.** The Parties agree that should any controversy or claim arise out of or relating to this Agreement they will first seek to resolve the matter informally for a reasonable period of time not to exceed forty-five (45) days. If the dispute remains, it shall be subject to mediation with a mediator agreed to by both parties and paid for by both parties, absent an agreement otherwise. If after mediation there is no resolution of the dispute, the parties agree to resolve the dispute by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules, and judgment on an arbitrator's award may be entered in any court having jurisdiction thereof.
 - a. The Parties shall select one arbitrator pursuant to the AAA's Commercial Arbitration Rules.

- b. The arbitrator shall present a written, well-reasoned decision that includes the arbitrator's findings of fact and conclusions of law. The decision of the arbitrator shall be binding and conclusive on the Parties.
 - c. The arbitrator shall have no authority to award punitive or other damages not measured by the prevailing Party's actual damages, except as may be required by statute. The arbitrator shall have no authority to award equitable relief. Any arbitration award initiated under this clause shall be limited to monetary damages and shall include no injunction or direction to either Party other than the direction to pay a monetary amount. As determined by the arbitrator, the arbitrator shall award the prevailing Party, if any, all of its costs and fees. The term "costs and fees" includes all reasonable pre-award arbitration expenses, including arbitrator fees, administrative fees, witness fees, attorney's fees and costs, court costs, travel expenses, and out-of-pocket expenses such as photocopy and telephone expenses. The decision of the arbitrator is not reviewable, except to determine whether the arbitrator complied with sections (b) and (c) of this section.
14. **COVID-19 Acknowledgement.** AGENCY recognizes and understands that guidance on how to protect oneself from the COVID-19 virus and how to avoid spreading the virus to others, is available at <https://www.cdc.gov/coronavirus/2019-ncov/index.html> and through federal, local, and state recommendations and/or regulations. AGENCY understands that this guidance can change, and that AGENCY has a responsibility to stay abreast of the changing information found on these COVID-19 guidance resources. AGENCY is encouraged to follow their district's protocols and have enough school-appropriate cleaning supplies to continuously disinfect the equipment in accordance with California Department of Public Health (CDPH) guidance.
15. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Butte County.
16. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
17. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
18. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
19. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
20. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that

party or its legal representative drafted such provision, and this Agreement shall be construed as being jointly prepared by the Parties.

- 21. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.
- 22. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 23. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date(s) indicated below.

BCOE:

AGENCY:

Dated: _____

Dated: _____

BUTTE COUNTY OFFICE OF EDUCATION

BIGGS UNIFIED SCHOOL DISTRICT

Signed By: _____

Signed By: _____

Print Name: Mary Sakuma

Print Name: Doug Kaelin

Title: Superintendent

Title: Superintendent

Exhibit "A"
Scope of Services

The BCOE Expanded Learning Program is dedicated to supporting the districts and school sites where we currently provide after school program services through the After School Education and Safety Program (ASES) to expand existing programs to serve more students.

It is the intent that all local educational agencies offer all unduplicated pupils in classroom-based instructional programs access to comprehensive after school and intersessional expanded learning opportunities.

Expanded Learning programs shall include all of the following: On schooldays, in-person after school expanded learning opportunities that, when added to daily instructional minutes, are no less than nine hours of combined instructional time. In addition, for at least 30 nonschooldays, during intersessional periods, no less than nine hours of in-person Expanded Learning opportunities per day (summer enrichment).

Menu of Contract Services :

Site based Expanded Learning Programs will be provided each day that school is in session from the time the final school bells rings until 6:00 p.m.

Costs for Expanding Existing ASES Program

__1__ QTY \$40,326 (does not include summer programming)
Baseline Classroom (Grades 1 – 6)
1 to 20 Staff to Student Ratio
Classified Staff

_____ QTY \$55,072 (does not include summer programming)
Classroom (Grades 1-6)
1 to 20 Staff to Student Ratio
Certificated Staff

_____ QTY \$40,326 (does not include summer programming)
Baseline Classroom (TK-K)
1 to 10 Staff to Student Ratio
Classified Staff

_____ QTY \$55,072 (does not include summer programming)
Classroom (TK-K)
1 to 10 Staff to Student Ratio
Certificated Staff

Costs includes: Staffing, Administrative Costs, Enrollment/Attendance Tracking Software, Curriculum/Resource Purchases, Program Plan Template and Other Related Expenses

Additional contract features may include bringing in outside entities to provide specific enrichment activities such as dance, art (cartooning, water colors, drama, etc), karate, music, etc. Costs for these services will be determined on a case by case basis upon request of the LEA.

July Costs for Intersessional and/or Summer Enrichment Programs

Contract services below are for 15 nonschooldays, during intersessional periods and/or summer, no less than nine hours of in-person expanded learning opportunities per day. Please note that current ASES Summer Enrichment funding covers 15 days in June.

Contract costs for districts partnering to provide summer school in the mornings (8:00 a.m. to 12 noon) and the BCOE Expanded Learning Program providing enrichment activities in the afternoons (12 noon to 5:00 p.m.).

__3__ QTY \$4,201 (12 noon to 5:00 p.m.)
Baseline Classroom (Grades 1-6)
1 to 20 Staff to Student Ratio
Classified Staff

__1__ QTY \$4,201 (12 noon to 5:00 p.m.)
Baseline Classroom (Grades TK-K)
1 to 10 Staff to Student Ratio
Classified Staff

Additional contract features may include bringing in outside entities to provide specific enrichment activities such as dance, art specialties, karate, music, etc. Costs for these services will be determined on a case by case basis.

Additional costs are highlighted in the fee-for-services section.

District Responsibilities:

1. Snack/supper administration during the instructional school year. Breakfast, lunch and snack during summer enrichment when CalKidz Program is unable to provide such service
2. Sufficient space (classrooms, cafeteria, gym, etc.) to provide a safe and engaging program (one classroom/location for every 20 students being served)
3. Custodial services
4. Programming for students with special needs
5. Provision of a school nurse or health aid, during the 30 nonschooldays, during intersessional periods and/or summer

Additional Contract Provisions:

1. BCOE will maintain ownership of curricula and technological devices procured with district funds to provide aforementioned services. Items purchased with district funds will be used solely in that district and inventoried to meet audit and compliance guidelines.
2. The district will hold BCOE harmless for unforeseen issues (COVID, nation-wide staffing shortage, etc.) that prevent the successful implementation, and ongoing provision of all Expanded Learning legislative, audit, and compliance requirements.

Exhibit "B"
Fee for Services

2022 – 2023 Fiscal/School Year:

Service Type	Cost	Qty	\$ Total
After School Expansion (Classified) Grades 1 – 6/1 to 20 ratio	\$40,326	1	\$ 40,326
After School Expansion (Certificated) Grades 1 – 6/1 to 20 ratio	\$55,072		\$
After School Expansion (Classified) Grades TK – K/1 to 10 ratio	\$40,326		\$
After School Expansion (Certificated) Grades TK – K/1 to 10 ratio	\$55,072		\$
Summer Enrichment (12 Noon – 5:00 p.m.) Grades 1 – 6/Classified/1 to 20 ratio	\$ 4,201	3	\$ 12,603
Summer Enrichment (12 Noon – 5:00 p.m.) Grades TK – K/Classified/1 to 10 ratio	\$ 4,201	1	\$ 4,201
Annual Area Coordinator Support Fee (per site) (No charge for Richvale)	\$10,819	1	\$ 10,819
One-time Site Planning Fee(22/23 Contract Only) (No charge for Richvale)	\$ 2,500	1	\$ 2,500
Total Contract Amount:			\$ 70,449

With District approval, contract totals can be adjusted should additional students wish to participate in the program.

District payment structure will replicate that of the California Department of Education's After School Education and Safety Program (ASES):

Percentage of Total Contract Amount Due to BCOE Fiscal Department:

65% Due within 30 days of signed contract.

25% Due on or before February 1st of contract year.

10% Due on or before June 1st of contract year.

Current After School Education and Safety Program (ASES) Funding in the Biggs Unified School District:

ASES provides after school funding to serve:

111 - Students Per Day at Biggs Elementary/Middle

19 - Students Per Day at Richvale

ASES provides summer enrichment funds to cover 15 days of programming in June (Noon – 5 p.m.).

AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2022–23 APPLICATION FOR FUNDING

California Department of Education

(Due Date: To be received in Regional Supervisor's Office by June 30, 2022)

Biggs High School

School Site

Biggs Unified

District

Please include the following items with your application:

- Eligibility Determination Sheet
- Variance Request Form (if applicable)
- Quality Criterion 12 Form (if applicable)
- Award Estimator and Budget Sheet
- List of Agriculture Teachers

Certification: I hereby certify that all applicable state and federal rules and regulations will be observed; that to the best of my knowledge, the information contained in this application is correct and complete; and that the attached assurances are accepted as the basic conditions of the operations in this project/program for local participation and assistance.

Doug Keel
Signature of Authorized Agent

Steph Boyce
Signature of Agriculture Teacher
Responsible for the Program

Doug Keelin, Superintendent
Authorized Agent Title

Doug Keel
Signature of Principal

Contact Phone Number: 209-418-9689

Date of Local Agency Board Approval: 06/15/2022

AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2022–23 APPLICATION FOR FUNDING

California Department of Education

(Due Date: To be received in Regional Supervisor's Office by June 30, 2022)

Eligibility Determination Sheet

IN ORDER TO APPLY FOR FUNDING, YOU MUST MEET **ALL** THE QUALITY CRITERIA LISTED BELOW.

Please check each Quality Criteria you meet:

- 1. Curriculum and Instruction
- 2. Leadership and Citizenship Development
- 3. Practical Application of Occupational Skills
- 4. Qualified and Competent Personnel
- 5. Facilities, Equipment, and Materials
- 6. Community, Business, and Industry Involvement
- 7. Career Guidance
- 8. Program Promotion
- 9. Program Accountability and Planning

IF YOU CHECKED **ALL** THE REQUIRED QUALITY CRITERIA, PLEASE
CONTINUE TO THE NEXT PAGE OF YOUR APPLICATION.

If you **do not** meet one or more of the criteria listed above, you may submit a Variance Request Form for each unmet criterion.

A variance is a proposed plan to bring your program into compliance with all the quality criteria listed above, prior to the following year's application.

All variances must be approved with this application in order to be eligible for funding. Non-compliance with the terms of the approved variance will result in a loss of funds.

Will you be including a formal Variance Request Form for each unmet criterion?

Yes No

IF YOU ARE REQUESTING ONE OR MORE VARIANCES, PLEASE COMPLETE A
VARIANCE REQUEST FORM FOR EACH AND CONTINUE TO THE NEXT PAGE OF
YOUR APPLICATION.

IF YOU DO NOT MEET **ALL** REQUIRED QUALITY CRITERIA LISTED ABOVE,
AND YOU ARE NOT SUBMITTING A VARIANCE REQUEST FORM

STOP

YOU ARE NOT ELIGIBLE TO APPLY FOR FUNDING THROUGH THE AGRICULTURAL
CAREER TECHNICAL EDUCATION INCENTIVE GRANT.

AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2022-23 APPLICATION FOR FUNDING

California Department of Education
(Due Date: To be received in Regional Supervisor's Office by June 30, 2022)

AWARD ESTIMATOR

DATES OF PROJECT DURATION: JULY 1, 2022 TO JUNE 30, 2023

Applicant Information (please fill in the underlined fields)

Number of different agriculture teachers at site 2
 (Please attach a separate list of agriculture teachers' names):

Total number of students from the prior fiscal year R-2 Report: 137

Number of teachers meeting Criterion 10 (Class size - See instructions): 2

Number of teachers meeting Criterion 11a (Year round employment - See instructions): 2

Number of teachers meeting Criterion 11b (Project supervision period - See instructions): 1

Do you meet all criteria on the attached Quality Criterion 12 Form (Y/N)? n

Award Calculations

Part 1: Based on your number of agriculture teachers at the site:
 (Please attach a separate list of agriculture teachers' names): \$ 4,500.00

Part 2: Based on \$8.00 per member listed on the R-2 Report: \$ 1,096.00

Part 3a: Based on number of teachers meeting Criterion 10: \$ 4,000.00

Part 3b: Based on number of teachers meeting Criterion 11a: \$ 4,000.00

Part 3c: Based on number of teachers meeting Criterion 11b: \$ 2,000.00

Part 4: Based on meeting all criteria on the Quality Criterion 12 Form: \$ 0.00

Total Estimated Award: \$ 15,596.00

AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2022–23 APPLICATION FOR FUNDING

California Department of Education

(Due Date: To be received in Regional Supervisor's Office by June 30, 2022)

Budget Sheet

Incentive grant awards must be matched for each Account Number below (4000, 5000, and 6000). Account Number 4000 requires only the subtotal be matched, but Account Numbers 5000 and 6000 must be matched by line item. A waiver of matching must be approved for any instances where matching funds do not meet or exceed Incentive Grant funds.

Amount left to Allocate:

\$ 0.00

4000: Books & Supplies

Items	Description of Items of Funds Being Used	Incentive Grant Funds	Matching Funds
1.	Materials And Supplies	\$ 7,000.00	\$ 7,000.00
Subtotal	N/A	\$ 7,000.00	\$ 7,000.00

5000 Services and Operating Expenses, including services of consultants, staff travel, conferences, rentals, leases, repairs, and bus transportation

Items	Description of Items of Funds Being Used	Incentive Grant Funds	Matching Funds
1.	Travel And Conferances	\$ 5,000.00	\$ 5,000.00
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
Subtotal	N/A	\$ 5,000.00	\$ 5,000.00

6000 Capital Outlay, including sites, buildings, improvement of buildings, and equipment

Items	Description of Items of Funds Being Used	Incentive Grant Funds	Matching Funds
1.	Equipment	\$ 3,596.00	\$ 3,596.00
2.			
3.			
4.			
5.			
Subtotal	N/A	\$ 3,596.00	\$ 3,596.00

Total Allocated Funds:

\$ 15,596.00

\$ 15,596.00

List of Agriculture Teachers at Biggs High School

Tanisha Norvell

Stephen Boyes

INCENTIVE GRANT IN-SERVICE ACTIVITIES DOCUMENTATION

CRITERIA 4.B **School Year** 21/22 **School** Biggs High School

Based on the previous year's record, every agriculture teacher, teaching at least ½ time agriculture, attends a minimum of six of the following professional development activities:

Qualified and Competent Personnel

ACTIVITIES	TEACHERS NAMES					
	Boyes	Norvel				
Fall Region Meeting	x	x				
Region In-service Day (Road Show)	x	x				
Spring Region Meeting	x	x				
Section In-service	x	x				
Section In-service	x	x				
Section In-service	x	xx				
Section In-service	x	x				
New Teacher Conference						
Master Teacher Conference						
Summer CATA Conference	x	x				
University AgEd Skills Week						
Professional Development **	x	x				

** Can utilize a maximum of two other "Agriculturally Related" Professional Development activities than those listed above. These must be approved by the Regional Supervisor. Explain the Professional Development:

- 1 Wyo Tech Training course Boyes Automotive Painting
- 2 _____
- 3 _____
- 4 _____
- 5 _____

ANNUAL FFA CHAPTER ACTIVITIES CHECK SHEET

Year 2021/2022

School Biggs High School

Must meet at least 12 areas

ACTIVITY	NUMBER OF PARTICIPANTS
----------	------------------------

Attended the following:

Greenhand Conference	30
Made For Excellence Conference	4
Advanced Leadership Academy	4
Chapter Officer Leadership Conference	8
Spring Region Meeting	18
State Leadership Conference	15
National Convention	0

Submitted the following:

State Degree Application	5
American Degree Application	1
Proficiency Award Application - Section	0
Chapter Award Application - State	0
Scholarship Application - State	0

Participated in the following:

Opening and Closing Contest - Section	26
Best Informed Greenhand Contest - Section	4
Co-Op Marketing Quiz - Section	12
Creed Recitation - Section	4
Extemporaneous Speaking - Section	0
Job Interview - Section	1
Impromptu Speaking - Section	1
Prepared Speaking - Section	1
Parliamentary Procedure - Section	0
County/District Fair/Show	36
Career Development Teams (other than those identified above)	
1 livestock	4
2 B and G	4
3 Floral	4
Other Activity Above the Chapter Level (Leadership Events/Additional CDE Teams)	
1	
2	
3	
4	
5	

TOTAL AREAS MET 19 26 of 60

BIGGS UNIFIED SCHOOL DISTRICT

June 15, 2022

Item Number: 8F

Item Title: Approve Education Protection Account (EPA) expenses

Presenter: Lorelle Mudd, Chief Business Official

Attachments: Estimated Revenue and Expenditure exhibit

Item Type: Consent Agenda Action Report Work Session Public Hearing

Background/Comments:

Pursuant to Article XIII, Section 36 of the California Constitution, school districts, county offices of education and community college districts are required to determine how the moneys received from the Education Protection Account are spent in the school or schools within its jurisdiction, provided that the governing board makes the spending determinations in an open session of a public meeting. The language in the constitutional amendment requires that funds shall not be used for the salaries and benefits of administrators or any other administrative costs. There is also a requirement that districts must annually post on its website an accounting of how much money was received from EPA and how that money was spent.

Fiscal Impact:

The EPA revenue estimate for Biggs USD for 2022/2023 is \$727,723. These funds will be used to pay for teachers salaries.

Recommendation:

The Administration recommends the board approve the EPA estimate of revenue and how the revenue will be spent.

Fund 01 GeneralFund

Revenue	Description	Amount	Percentage of Sources
8000	Revenue	727,723	100.00%
Total Revenue		727,723	100.00%

Expenditure	Description	Amount	Percentage of Sources
1000 Certificated Salaries			
1100	Certificated Teachers Salaries	721,927	99.20%
Total 1000		721,927	99.20%

3000 Benefits			
3100		137,644	18.91%
3300		9,957	1.37%
3400		120,633	16.58%
3500		3,434	.47%
3600		20,453	2.81%
Total 3000		292,121	40.14%

5000 Srvc & Oper Exp			
5700		286,325	39.35%
Total 5000		286,325	39.35%
Total Expenditure		1,300,373	178.69%

Starting Balance	0
+ Revenues	727,723
- Expenditures	1,300,373
- Budgeted Reserves & Fund Bal	0
= Unappropriated Balance	572,650-

Starting Balance	0
+ Total Revenues	727,723
= Total Sources	727,723

Expenditure	Description	Amount	Percentage of Sources
1000	Certificated Salaries	721,927	99.20%
2000			%
3000	Benefits	292,121	40.14%
4000			%
5000	Srvc & Oper Exp	286,325	39.35%
6000			%
7000			%
- Total Expenditures		1,300,373	178.69%
- Total Budgeted Reserves and Fund Balance		0	.00%
= Unappropriated Balance		572,650-	78.69%

2022-2023
Tentative Agreement
Between the
California School Employees Association and its Biggs Chapter #268 (CSEA
And the
BIGGS UNIFIED SCHOOL DISTRICT

This agreement will close negotiations for 2022-23 as reflected in Article XXI TERM

This agreement is effect July 1, 2022 and shall remain in effect to and including June 30, 2025. For the 2023-2024 and 2024-25 school years, the parties agree to re-open negotiations on compensation, health and welfare benefits and up to two (2) additional articles of each part's choosing.

Article III – Benefits

B. Health Insurance

1. The District will pay \$600.00 per month for medical insurance premiums for regular full time employees, \$650.00 per month for employee plus one or \$650.00 per month for employee plus family. The employee must choose one of the medical plans available through Self-Insured Schools of California (SISC) in a partnership with Butte Schools Self-Funded Program (BSSP) with any additional expense paid by the employee on a monthly basis by payroll deduction. Any savings will be paid to the employee on a monthly basis through payroll. Any employee that is Medicare eligible may opt out of medical plan coverage per (SISC) agreement.

Article IV – Salaries

- A. District New Salary Schedule effective July 1, 2022. Attached

Article VI-Holidays

6.1 Holidays

6.2.2 Employees covered by this Agreement shall receive the following paid holidays, or at the discretion of the Employer, their alternatives:

1. Independence Day
2. Labor Day
3. Veterans Day
4. Thanksgiving Day
5. The Day Following Thanksgiving Day
6. The Day proceeding Christmas

7. Christmas Holiday
8. New Year's Day
9. Martin Luther King Day
10. Presidents' Day
11. Memorial Day
12. Local Holiday
13. Local Holiday
14. Local Holiday (11 month emp)
15. Juneteenth Holiday (12 month emp)

6.2.3 Employee must be in paid status on the workday immediately preceding or immediately succeeding the holiday or holiday period in order to be eligible.

A calendar committee will be comprised of classified, certificated and administrative member to create a draft calendar to be presented to the governing board. The governing board will have final say on the district-adopted calendar. (The 2022-23 calendar has already be adopted)

Article IX-Leaves

I. Parental Leave;

Definition of parental Leave: for the purposes of this Article, "parental leave" is defined as "leave for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee."

9.5 Parental Leave [Education Code 45196.1]

9.5.1 During each school year, a classified employee may use his/her sick leave or accrued vacation for the purpose of parental leave for up to 12 workweeks. "Parental leave" means leave for the reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee.

9.5.2 If the employee has exhausted his/her accumulated sick leave, he/she may use sick leave differential (Ed. Code 45196) for the duration of the 12 weeks. An employee who has exhausted all paid leaves is entitled to use unpaid leave for the duration of the 12 weeks.

9.5.3 The employee shall not be provided more than one 12-workweek period for parental leave during any 12-month period.

9.5.4 Parental leave taken under this section shall run concurrently with parental leave taken pursuant to Government Code section 12945.2 (California Family Rights Act). The employee is not required to meet the 1,250 hours of service within the previous 12 months in order to take parental leave under this section. Per Government Code section 12945.2, to the extent an employee has used CFRA leave for other purposes during the twelve preceding months, the twelve weeks afforded under this section shall be reduced by time already used.

9.5.5 An employee shall provide the District reasonable advance notice of his/her intention to take leave under this section if the need to take the leave is foreseeable.

9.5.6 If both parents are employed by the District, they are only entitled to one 12-week period for parenting leave. They shall inform the District of how they intend to use the 12-week period between them.

9.5.7 Leave provide under this section may be taken intermittently in full-day increments. An employee desiring to take this leave intermittently shall provide at least one week notice of intention to take intermittent leave if possible. Intermittent use of leave shall not serve to extend the one year period within which this leave is taken.

Article XVI Layoffs

F. Reemployment Rights

3

Offers of reemployment shall be made either by personal service or electronic mail and shall include the specific vacancy and hours being offered, the rate of pay, level of benefits, a current job description, and instructions for acceptance or refusal of the offer of reemployment, time limit for acceptance or refusal, and a place for the laid off employee's signature. Failure to reply within five (5) working days from date of service of offer of reemployment shall be deemed a refusal of that offer of reemployment. If an employee refuse the offer of reemployment twice in the 39 month layoff period they will be removed from the reemployment list. It is the laid off employees responsibility to file a current mailing address with the District Office.

Article XIX – Organizational Security

19.1 Membership and Dues Deduction:

19.1.1 District shall distribute CSEA-supplied membership applications to new hires (but not make any statement suggesting workers must join). District shall provide a jointly agreed letter to new hires and anyone asking about Janus v. American Federation of State, County, and Municipal Employees, Council 31, et al., 585 US (2018). The District shall refer all employee questions about CSEA or dues to the CSEA Labor Relations Representative. CSEA shall defend and indemnify District for any claims arising from its compliance with this Article. This agreement shall satisfy District's duty to bargain effects of the Janus decision.

19.1.2 The District shall not interfere with the terms of any agreement between CSEA and the District's employees with regard to that employee's membership in CSEA, including but not limited to automatic renewal yearly unless the worker drops out during a specified window period. The District does not need to keep track of this period, which shall be tracked by CSEA within its membership database.

19.1.3 CSEA shall have the sole and exclusive right to receive the payroll deduction for regular membership dues.

19.2 Dues Deduction

19.2.1 The employer shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA.

19.2.2 The District shall refer all employee requests to revoke membership to the CSEA Labor Relations Representative. CSEA shall notify the District in writing of any approved membership revocations, and the District will not process such withdrawals prior to such written notification.

19.2.3 The employer shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such submission.

19.2.4 There shall be no charge by the employer to CSEA for regular membership dues deductions.

19.3 Membership Information

19.3.1 The District shall respond to all Public Records Act requests in accordance with law, especially when the public interest in disclosure is outweighed by the public interest in confidentiality.


19.3.2 The District shall use its best efforts to filter out outsider's emails to work emails addresses soliciting against union membership. District shall only post on the public portion of its website work email addresses for employees whom the public needs to contact.

19.4 Hold Harmless Provision

19.4.1 CSEA shall defend and indemnify District for any claims arising from its compliance with this article for any claims made by the employee for deductions made in reliance on information provided by the employee organization to the employer to cancel or change membership dues authorization. The District shall be required to promptly notify CSEA of any claims made by employees relating to due authorization.

19.4.2 CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

CSEA and the District agree to continue to update all job descriptions through the negotiation process with a completion date of June 30, 2023.

Dated: June 1, 2022 By: 
Doug Kaelin, Superintendent Biggs
Unified School District

Dated: June 1, 2022 BY: 
David Browning, Chapter President
Biggs#268

**DRAFT 22.23
BIGGS UNIFIED SCHOOL DISTRICT
CLASSIFIED SALARY SCHEDULE**

	RANGE 1	2	3	4	5	6	7	8	9
STEP 1	15.00	15.49	15.99	16.51	17.05	17.60	18.17	18.95	19.75
STEP 2	15.60	16.11	16.63	17.17	17.73	18.31	18.90	19.70	20.54
STEP 3	16.22	16.75	17.30	17.86	18.44	19.04	19.66	20.49	21.36
STEP 4	16.87	17.42	17.99	18.57	19.18	19.80	20.44	21.31	22.22
STEP 5	17.55	18.12	18.71	19.32	19.94	20.59	21.26	22.16	23.11
STEP 6-7	18.12	18.71	19.32	19.94	20.59	21.26	21.95	22.88	23.86
STEP 8-9	18.71	19.32	19.94	20.59	21.26	21.95	22.66	23.63	24.63
STEP 10-11	19.32	19.94	20.59	21.26	21.95	22.66	23.40	24.40	25.43
STEP 12-13	19.94	20.59	21.26	21.95	22.66	23.40	24.16	25.19	26.26
STEP 14-15	20.59	21.26	21.95	22.66	23.40	24.16	24.95	26.01	27.11
STEP 16-17	21.26	21.95	22.66	23.40	24.16	24.95	25.76	26.85	27.99
STEP 18-20	21.95	22.66	23.40	24.16	24.95	25.76	26.59	27.72	28.90
STEP 21-23	22.66	23.40	24.16	24.95	25.76	26.59	27.46	28.63	29.84
STEP 24-26	23.40	24.16	24.95	25.76	26.59	27.46	28.35	29.56	30.81
STEP 27-29	24.16	24.95	25.76	26.59	27.46	28.35	29.27	30.52	31.81
STEP 30+	24.40	25.20	26.02	26.86	27.73	28.63	29.57	30.82	32.13

RANGE 1	CLASSIFICATION Clerical Helper Instructional Aide Special Circumstance Aide	RANGE 5	CLASSIFICATION Bus Driver-Light Maintenance-Custodian Bus Driver-Light Maintenance-Custodian-Cook School Secretary School Secretary-Health Aide
RANGE 2	CLASSIFICATION Special Circumstance Aide/SDC Bilingual Aide Career-Student Service Clerk ASB	RANGE 6	CLASSIFICATION Bus Driver-Grounds Bus Driver-Grounds-Custodian
RANGE 3	CLASSIFICATION Light Maintenance-Custodian-Grounds Light Maintenance-Custodian-Cook	RANGE 7	CLASSIFICATION Bus Driver-Dispatch-Custodian
RANGE 4	CLASSIFICATION Van Driver	RANGE 8	CLASSIFICATION Maintenance Worker-Bus Driver CLASSIFICATION Bus, Bus Mechanic, Maintenance

CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COST OF COLLECTIVE BARGAINING AGREEMENT

The disclosure document must be signed by the district Superintendent and Chief Business Officer at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of Biggs Unified School District hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the Biggs Unified Classified CSEA #268 Bargaining Unit, during the term of the agreement from 07/01/22 to 06/30/23.

The budget revisions necessary to meet the costs of the agreement in each year of its term are as follows:

2022/2023 increase is included in the Original Budget and two subsequent years will be included in the 2022-2023 Original Budget MYP.

N/A (No budget revisions necessary)

District Superintendent (Signature) 6/7/2022
Date

Chief Business Officer (Signature) 6/7/2022
Date

CERTIFICATION NO. 2: CERTIFICATION OF ACCEPTANCE BY BOARD OF PROPOSED COLLECTIVE BARGAINING AGREEMENT

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

_____ District Superintendent (or Designee) (Signature)	_____ 06/07/22 Date
---	---------------------------

_____ Lorelle Mudd Contact Person	_____ 530-868-1281 X 8102 Phone
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After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on June 29th, 2022, took action to approve the proposed Agreement with the Biggs Unified Classified CSEA #268 Bargaining Unit.

_____ President (or Clerk), Governing Board (Signature)	_____ June 29th, 2022 Date
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Special Note: The Butte County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.

BIGGS UNIFIED SCHOOL DISTRICT

June 3, 2022

Agreement Between the

Biggs Unified School District and Biggs Unified Teachers Association (BUTA).

This agreement is effect July 1, 2022 and shall remain in effect to and including June 30, 2023

This will close negotiations and settle the terms of the contract through June 30, 2023, unless both parties agree to reopen.

TERM and REOPENERS

This agreement will close negotiations for 2022-23. The term of the agreement will be through June 2023. Reopeners for the 2023-2024 shall be limited to compensation, as set forth in Article VI (D) and one additional item from each party.

ARTICLE VI (D) SALARY

1. Effective July 1, 2022, adjust Appendix A ("Salary Schedule" as set forth in the attached document. This salary schedule represents a 5% increase.

ARTICLE VII FRINGE BENEFITS

A. Medical, Dental and Vision Insurance

1. Effective July 1, 2022, the District shall contribute an annual maximum of \$11,298.00 for each full time unit member to be applied toward the premium cost for each eligible employee and covered dependent for medical, dental, and vision insurance plans available through the Butte Schools Self-Funded Program.

Article XI, without a title, will remain in the parties' contract with the following:

Article XI is intentionally left blank dated July 1, 2023

ARTICLE XII WORK DAY

- A. Total minimum daily instructional time for all students within the District shall be set as to generate the total instructional minutes for the year as described below:
 - (1) 36,000 minutes in Kindergarten
 - (2) 50,400 minutes in Grades 1 to 3, inclusive
 - (3) 54,000 minutes in Grades 4 to 6, inclusive
 - (4) 64,800 minutes in Grades 7 to 12, inclusive
- B. The Board recognizes that the varying nature of a teacher's day-to-day professional responsibilities does not lend itself to a workday of rigidly established length. However, the professional work day will be seven and a half (7 ½) hours, inclusive of a 30 consecutive minute duty free lunch. The member must arrive on



site no less than fifteen (15) minutes prior to the member's first scheduled assignment and remain on the site until the conclusion of the seven (7) hour work day is completed, including teachers with an assignment that includes first and last period prep periods. When necessary, teachers are further expected to remain a sufficient amount of time to take care of student needs, attend parent or administrative conferences or meeting and participate in additional and/or other assigned or voluntary duties.

For example: If the student day begins at 8:15 a.m., the teacher workday will be from 8:00 a.m. until 3:30 p.m.

- C. When the actual work day at a school site generates a total number of instructional minutes, which will exceed the minimum number of instructional minutes, referred to in Paragraph A. of the Article, the District will schedule early release days that will be used for the purpose of articulation, collaboration, assessments, or professional development.

The scheduled days will be broken to the following:

1. First Wednesday of the month will be schedule by site principle/district for professional development.
 2. Second Wednesday of the month will be schedule grade team collaboration-assessments data review.
 3. Third Wednesday of the month will be schedule for site principle/district for professional development.
 4. Fourth Wednesday of the month will be schedule for teacher discretion. (must remain on campus for contractual hours)
- D. It is anticipated that teachers with assigned after school duties involving the supervision of students such as coaching of athletics or other such duties may be granted an early release to begin those responsibilities. Such early releases are to be scheduled and publicized by the unit member for the convenience of students and parents. Although the parties agree that the principal's authorization or denial thereof, shall not be grievable, complaints of specious denial may be submitted to the Superintendent.
 - E. The Board may also require that teachers perform additional duties. Such duties may include, but are not limited to, planning, selecting and preparing materials for instruction; evaluating work of pupils; conferring with parents; keeping records and studying current literature to keep abreast of developments within the subject matter taught by the teacher. Assigned or voluntary duties shall include supervising pupils; supervising and providing leadership in pupil organizations and activities, participating in parent, community and open-house activities; attending a reasonable number of faculty meetings, serving on District-approved staff development programs; and serving on committees, providing advice and service to the District. In making such assigned or voluntary duty assignments, the Board agrees to seek volunteers, when feasible, to attempt to insure that such duties are shared equitably among the bargaining unit, and to provide as much advance scheduling and notice as possible. No teacher shall be required to collect cash or handle cash.
 - F. Every teacher shall be entitled to an uninterrupted duty-free lunch period each day of at least thirty minutes.
 - G. All teachers working at the same location will be treated alike insofar, as is compatible with operational requirements in regard to all aspects of the teacher work day.
 - H. Utilization of bargaining unit members as substitutes shall be distributed as equitably as possible among bargaining unit members, and the Board agrees that it shall endeavor to avoid such utilization.



- I. All teachers shall receive daily preparation time of no less than the standard academic period of the schedule day. Preparation time for Elementary teachers will begin immediately after the last class period of the day unless provided during the school day. Preparation time will be waived on early release days

For example: Regular schedule day class periods are 49 minutes, teachers would receive a 49 minute prep period, on rally schedule days class periods are 40 minutes, each teacher would receive a 40 minute prep period.

- J. The District and the Association agree that it is sometimes necessary for teachers to substitute for another teacher during their normal preparation period. The District will make every attempt to balance such assignments and will make every attempt to not ask teacher to substitute for another teacher more than two times in a week. Voluntary substitutions for another teacher for personal business with principal approval shall not be compensated.
- K. *In the event that a substitute is unavailable for a Kindergarten – 8th grade class, members that absorb students from that class for the scheduled day shall be paid two (2) hours at their hourly wage for full day of substituting. If any teacher 6th-8th grade substitute during their prep they will be treated the same as high school teacher. No more thirteen (13) students may be added to one classroom.*
- L. In the event that a substitute is unavailable for the high school, each full-time unit member, with the exception of counselors, shall have at least one (1) preparation period every day which is duty free and equivalent in length to that of a regular teaching period for the scheduled day. Only during a unit member's preparation period, may they be asked to volunteer to cover the class of another unit member. They shall not be required to substitute for any other unit member who may be absent, except for a bona fide emergency, such as a unit member's sudden illness during a class. Unit members may choose to either receive pay or accumulate compensatory time.
1. Pay for Unit Members will be the hourly wage (Step and Range divided by 184, divided by the 7 hour day) for every period/hour they are required to substitute during their preparation period..
 - a. Unit members who have more than six days/36 hours of compensatory time at the end of a school year shall be paid their hourly rate for each day/hour of compensatory time above the six days/36 hours.
 2. Compensatory time accrues one hour for each period/hour the Unit Member substitutes.
 - a. Each period/hour of accumulated substitutions can be used as one hour of leave without regard to reason, subject to prior notice and scheduling approval of the site principal. Three periods/hours of compensatory time equates to ½ day of leave and six periods/hour of compensatory times equates to a full day of leave.
 - b. Compensatory days may accumulate from year to year, however, no more than six total days (36) hours of compensatory time may be carried over from year to year.
 - c. No more than five (5) compensatory days may be used consecutively.
 - d. Earned compensatory time may be used in one-half (½) day increments with prior notice and scheduling approval of the site principal. Scheduling decision by the site principal shall only be based upon reasonable consideration of the availability of coverage, or special circumstances, such as staff development days or accreditation activities that require the presence of the unit member.
 - e. Teachers shall earn two compensatory periods or be paid two hours if they teach more than one classroom of students with at least 20 total students from each classroom. In no case shall a teacher cover more than two classes and/or teach more than 30 students.



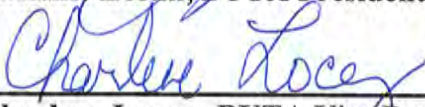
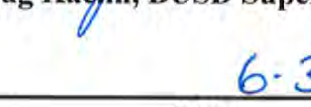

DK
OK

This will close negotiations and settle the terms of the contract through June 30, 2023, unless both parties agree to reopen.

In Witness Whereof, the parties hereto have executed this Agreement on the date (s) set forth below.

Biggs Unified Teachers
Associations (BUTA/CTA/NEA)

Biggs Unified School District

	
<hr/>	<hr/>
Tammie Loftin, BUTA President	Doug Kaehn, BUSD Superintendent
	
<hr/>	<hr/>
Charlene Locey, BUTA Vice President	Date:
Date	

**BIGGS UNIFIED SCHOOL DISTRICT
CERTIFICATED COUNSELOR DAILY SALARY SCHEDULE
2022-2023**

STEP	Range I BA + 30	Range II BA + 45	Range III BA + 60 or MASTERS	Range IV BA + 750 or MA + 15	STEP
1	\$47,589	\$48,897	\$50,242.50	\$51,623	1
2	\$48,779	\$50,120	\$51,498	\$52,915	2
3	\$49,998	\$51,372	\$52,786	\$54,237	3
4	\$51,247	\$52,658	\$54,105	\$55,593	4
5	\$52,529	\$53,973	\$55,458	\$56,982	5
6	\$53,842	\$55,322	\$56,844	\$58,407	6
7	\$55,188	\$56,706	\$58,266	\$59,868	7
8	\$56,568	\$58,124	\$59,722	\$61,364	8
9	\$56,568	\$59,577	\$61,215	\$62,898	9
10	\$56,568	\$61,066	\$62,746	\$64,471	10
11	\$56,568	\$61,066	\$64,314	\$66,083	11
12	\$56,568	\$61,066	\$65,922	\$67,734	12
13	\$56,568	\$61,066	\$67,570	\$69,428	13
14	\$56,568	\$61,066	\$69,259	\$71,164	14
15	\$56,568	\$61,066	\$70,991	\$72,942	15
16	\$56,568	\$61,066	\$72,765	\$74,766	16
17	\$56,568	\$61,066	\$72,765	\$77,009	17
18	\$56,568	\$61,066	\$72,765	\$79,320	18
19	\$56,568	\$61,066	\$72,765	\$81,699	19
20	\$56,568	\$61,066	\$72,765	\$84,150	20
21	\$56,568	\$61,066	\$72,765	\$84,150	21
22	\$56,568	\$61,066	\$72,765	\$87,516	22

NOTE: High School Counselor's salary is based on teacher's salary schedule at proper range and step. Total is increased by daily rate for each day over 184.

Board Approved: _____
Revised 5/24/22 - 5.0%
Effective 7/1/22

CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COST OF COLLECTIVE BARGAINING AGREEMENT

The disclosure document must be signed by the district Superintendent and Chief Business Officer at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of Biggs Unified School District

hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the Biggs Unified Teachers Association Bargaining Unit, during the term of the agreement from 07/01/22 to 06/30/23.

The budget revisions necessary to meet the costs of the agreement in each year of its term are as follows:

2022/2023 increase is included in the Original Budget and two subsequent years will be included in the 2022-2023 Original Budget MYP.

N/A (No budget revisions necessary)

District Superintendent
(Signature)

6/7/2022
Date

Chief Business Officer
(Signature)

6/7/2022
Date

CERTIFICATION NO. 2: CERTIFICATION OF ACCEPTANCE BY BOARD OF PROPOSED COLLECTIVE BARGAINING AGREEMENT

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

District Superintendent (or Designee)
(Signature)

06/07/22
Date

Lorelle Mudd
Contact Person

530-868-1281 X 8102
Phone

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on June 29th, 2022, took action to approve the proposed Agreement with the Biggs Unified Teachers Association Bargaining Unit.

President (or Clerk), Governing Board
(Signature)

June 29th, 2022
Date

Special Note: The Butte County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.

**Confidential Staff Employee
Agreement between Biggs Unified School District and Confidential Staff**

2022-2023

Article I
Agreement

- A. This Agreement is entered into by and between the Biggs Unified School District (hereinafter “District”) and the District Classified Confidential Employees (hereinafter “Confidential Employees”).
- B. This agreement is to apply to positions designated as confidential that are as follows: Administrative Assistant/Human Resources Officer, Financial Officer/Administrative Advisor, Food Service/Custodial Supervisor, Financial Assistant/Payroll, and Financial Assistant/Accounts Payable Clerk.

Article II
General Conditions

- A. Terms and conditions of employment for Personnel shall be the same as those indicated in the 2022-2023 Master Agreement with California School Employees Association Chapter 268 (hereinafter “CSEA”) except as otherwise noted.
- B. This agreement is to apply to the positions named in Article I of this Agreement. Nothing in this agreement shall be construed as amending any portion of the successor agreement for CSEA.
- C. Except as stated in II.A, this agreement is to apply to the particular topics mentioned in the following paragraphs. Nothing in this agreement shall be construed as amending any other terms of employment as determined by statute or past practice.

Article III
Compensation

- A. ***For the 2022-2023 years, the District will pay the Health (medical, dental, vision) insurance premium in the amount of \$263.34 per month, for any regular full-time employee and dependents that are eligible. District participates in the Butte Schools Self-Funded Program. Confidential employees may participate in any medical, dental and vision plans available.***
- B. The Confidential employees may participate in any medical plan with Butte Schools Self-Funded Program and may select a Medical plan with additional medical expense paid by the Confidential Classified on a monthly basis through payroll deduction.

- C. Effective January 1, 2015 part-time (less than 6 hours/day) Confidential Employees may participate in the health benefit plans at their own cost.
- D. Effective July 1, 2019 4% compensation will be added to the confidential staff salary schedule.
- E. Effective July 1, 2020 1.5% compensation will be added to the confidential staff salary schedule.
- F. Effective July 1, 2021 2020 1.5% compensation will be added to the confidential staff salary schedule.
- G. *Effective July 1, 2022 5% compensation will be added to the confidential staff salary schedule.***
- H. During the life of the agreement (July 1, 2022 - June 30, 2023) Confidential Staff shall not receive a total compensation package settlement less than CSEA or BUTA.

EXAMPLE: If CSEA or BUTA receives total compensation increase of 2.5% (salary plus fringe benefits) and Confidential *receives* only 2% (salary plus health benefits), an additional .5% shall be granted to Confidential Employees.

- I. The actual amount from preceding paragraph III H that is applied to salaries and/or benefits shall be at the discretion of Confidential Employees.

Article IV Professional Growth

All terms are the same as the current CSEA Master Agreement for 2022-2023.

Article V Retirement Coverage

- A. The District shall provide insurance premiums for a retired employee and dependents for the life of this MOU, under the following stipulations:
 1. The employee shall have attained a minimum age of 50 years.
 2. The employee shall have provided a minimum of ten (10) years of continuous service in the Biggs Unified School District.
 3. The employee shall be included in the program to a maximum of five (5) years, or when eligible for Medicare, whichever comes first or may receive the maximum eligible contribution for 5 years divided over up to 7 years at the pro-rated reduced rate.
Example: eligible for 5 years at \$12,000 total \$60,000 divided by 7 years until Medicare age equals \$8,572 for 7 years.

- Coverage past the maximum shall be available at employee expense.
4. The employee shall apply for Medicare when eligible.
 5. Surviving Spouse Coverage as in the CSEA Master Agreement for 2022-2023.
 6. For employees hired prior to January 1, 2013 that retire after June 30, 2015, the amount the District will contribute towards retiree health premiums shall be capped annually at \$12,000.00 or prorated at a reduced rate for up to 7 years.
 7. For employees hired after January 1, 2013 the amount the District will contribute towards retiree health premiums shall be capped annually at \$8,400 or prorated at a reduced rate for up to 7 years.
- B. Employees who meet the above requirements in Section A are eligible to receive a maximum annual District premium in the amount as indicated in article V A 6 or 7 above. This contribution may be applied to any available medical, dental or vision plans under the District's group insurance provider for retired employees or other health insurance coverage if the retiree resides outside the area covered by the group provider.
- C. Effective January 1, 2015, retiree benefits shall only be available to employees as identified in Article V A 1-7 above and work a minimum of 6 hours per day. The employee shall have been entitled to coverage and included in the health benefit plans for 5 consecutive years prior to retirement.
- D. The amount of contribution indicated in Article V A 6 or 7 shall be pro-rated for employees who work less than 8 hours per day.

Article VI Vacation Time

- A. All employees shall earn paid vacation time on a fiscal year basis: July 1 through June 30.
- B. Vacation time shall be earned in accordance with the CSEA Master Agreement for 2022-2023 until year 16 as follows.
- Commencing with the sixteenth (16th) year forward: 22 days
- C. Vacation Carryover: Any unused vacation within a fiscal year may be carried forward to the next fiscal year, to a maximum of one year's allowance for vacation. Confidential Employees must receive the approval of the Superintendent to carry forward accrued vacation time.

Biggs Unified School District 2022/2023 Hourly Salary Schedule

CONF7120

Classified Management

<u>RANGE</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
A						
Hourly	36.64	38.10	39.63	41.21	42.86	44.58
B						
Hourly	35.23	36.64	38.11	39.63	41.22	42.87

Confidential

<u>RANGE</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
C						
Hourly	33.40	34.74	36.13	37.57	39.07	40.64
D						
Hourly	19.98	20.78	21.61	22.48	23.37	24.31
E						
Hourly	27.38	28.47	29.61	30.80	32.03	33.31

Range A - Finance Director/Administrative Advisor

Range B - HR Director/Administrative Assistant; Director Food Service/Custodial

Range C - Fiscal Assistant (A/P, Payroll); HR/Admin Assistant

Range D - Finance Clerk - Part-time

Range E - Food Service/Custodial Coordinator; HR Coordinator/Admin Asst.

22-23 5% increase

4% increase from step to step

Revised 5/26/22

Board Approved:

Effective 7/1/22

CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COST OF COLLECTIVE BARGAINING AGREEMENT

The disclosure document must be signed by the district Superintendent and Chief Business Officer at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of Biggs Unified School District hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the Biggs Unified Confidential/Classified Management Bargaining Unit, during the term of the agreement from 07/01/22 to 06/30/23.

The budget revisions necessary to meet the costs of the agreement in each year of its term are as follows:

2022/2023 increase is included in the Original Budget and two subsequent years will be included in the 2022-2023 Original Budget MYP.

N/A (No budget revisions necessary)

District Superintendent
(Signature)

6/7/2022
Date

Chief Business Officer
(Signature)

6/7/2022
Date

CERTIFICATION NO. 2: CERTIFICATION OF ACCEPTANCE BY BOARD OF PROPOSED COLLECTIVE BARGAINING AGREEMENT

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

District Superintendent (or Designee)
(Signature)

06/07/22
Date

Lorelle Mudd
Contact Person

530-868-1281 X 8102
Phone

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on June 29th, 2022, took action to approve the proposed Agreement with the Biggs Unified Confidential/Classified Management Bargaining Unit.

President (or Clerk), Governing Board
(Signature)

June 29th, 2022
Date

Special Note: The Butte County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.

2022-2023 Certificated Salary Schedule

WORK YEAR	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
A HIGH SCHOOL PRINCIPAL & K-8 PRINCIPAL																			
215	91,787	94,082	96,434	98,845	101,316	103,849	106,445	109,106	111,834	114,630	115,776	116,934	121,611	122,827	124,056	126,476	127,741	129,018	131,535
	5.00%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	1.0%	1.0%	4.0%	1.0%	1.0%	4.0%	1.0%	1.0%	4.0%
B HIGH SCHOOL VICE PRINCIPAL																			
210	87,417	89,602	91,842	94,138	96,492	98,904	101,376	103,911	106,509	109,171	110,263	111,366	113,538	114,674	115,820	118,080	119,261	120,453	122,803
	5.00%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	1.0%	1.0%	4.0%	1.0%	1.0%	4.0%	1.0%	1.0%	4.0%
C K-8 SCHOOL PRINCIPAL N/A 9/7/17 Moved to Range A																			
215	N/A 9/7/17 Moved to Range A																		
D ELEMENTARY PRINCIPAL																			
205	75,377	77,262	79,193	81,173	83,203	85,283	87,415	89,600	91,840	94,136	95,078	96,028	97,902	98,881	99,869	101,818	102,836	103,864	105,890
	5.00%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	1.0%	1.0%	4.0%	1.0%	1.0%	4.0%	1.0%	1.0%	4.0%
E Daily Rate Based on 195 days per year at 8 hours per day. There is 2.5% between Steps																			
PYSCHOLOGIST																			
195	75,859	77,756	79,699	81,692	83,734	85,828	87,973	90,173	92,427	94,738	95,685	96,642	98,527	99,512	100,508	102,468	103,493	104,528	106,567
Daily Rate	389.02	398.75	408.72	418.93	429.41	440.14	451.15	462.42	473.98	485.83	490.69	495.60	505.27	510.32	515.42	525.48	530.73	536.04	546.50
	5.00%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	1.0%	1.0%	4.0%	1.0%	1.0%	4.0%	1.0%	1.0%	4.0%
F 7/1/19 New Based on 184 days per year 8 hours per day. There is 2.5% between Steps																			
LICENSED SPEECH THERAPIST																			
184	71,581	73,370	75,205	77,085	79,012	80,987	83,012	85,087	87,214	89,395	90,288	91,191	92,970	93,900	94,839	96,689	97,656	98,633	100,557
Daily Rate	389.03	398.74	408.72	418.94	429.40	440.14	451.14	462.43	473.99	485.84	490.70	495.61	505.27	510.33	515.43	525.48	530.74	536.05	546.50
	5.00%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	1.0%	1.0%	4.0%	1.0%	1.0%	4.0%	1.0%	1.0%	4.0%

Principal: Masters Required
Doctorate- \$1,800

Board Approved _____
Effective 7/1/22
Revised 5/25/22 5.0% Increase

BIGGS UNIFIED SCHOOL DISTRICT 2022-2023 ADMINISTRATIVE SALARY SCHEDULE

SUPERINTENDENT (225 Work Day Year/20 Vacation Days 245 Total)

2022/23	
Base Salary	\$201,441

Longevity:

3% or CPI, whichever is lower shall be added at 4,6,8 and 10 years of service.

Starting in 2022, CPI is based on the Pacific (west) region. Previously based on the US city average as noted below:

2017	2.20%
2018	1.80%
2019	2.30%
2020	1.40%
2021	7.80%

Revised _____

5% Increase effective 7/1/22

Board Approved: _____

The following CSEA salary increases were applied as below:

July 1, 2019	4%
July 1, 2020	1.50%
July 1, 2021	1.50%
July 1, 2022	5.00%

BIGGS UNIFIED SCHOOL DISTRICT
CONTRACT OF EMPLOYMENT FOR CHIEF BUSINESS OFFICIAL

PREAMBLE

The following is an agreement between the Biggs Unified School District, a public school district of the State of California ("District") and **Lorelle Mudd**, an individual (referred to herein as "Chief Business Official/CBO").

RECITALS

1. TERM OF CONTRACT

The terms of this contract shall commence on July 1, 2022, subject to the terms and conditions hereinafter set forth. The contract shall be in effect through June 30, 2023 unless terminated early pursuant to the provisions of this Agreement, or unless extended as provided herein or as provided by law.

The District shall provide the CBO with at least forty-five (45) days written notice prior to the expiration of this Agreement of the intention of the District not to renew the agreement.

2. GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

This Agreement is subject to all applicable laws of the State of California, the California Education Code, the rules and regulations of the California State Board of Education, and the rules, and the regulations and policies of the Board, all of which are incorporated herein by reference and made a part of this Agreement.

In accordance with Education Code Section 45100.5, the position of Chief Business Official is hereby designated as senior management of the classified service and shall be afforded all the rights, benefits, and burdens of other classified employees, except that the Chief Business Official shall be exempt from all provisions relating to obtaining permanent status in a senior management position. The employment rights are as provided in Education Code sections 45104.5 and 35031.

3. DUTIES AND RESPONSIBILITIES

The Chief Business Official shall assist the Superintendent in maintaining the business and budget functions of the District. The Chief Business Official supervises all business services personnel.

The Chief Business Official shall render twelve (12) months of full and regular services to the Biggs Unified School District during each annual period covered by the agreement, except as hereinafter provided.

The Chief Business Official shall endeavor to maintain and improve her professional competence by all available means including subscription to the reading of appropriate periodicals, maintenance of membership in appropriate professional organizations, and attendance at professional meetings at the local, state and national level, with the Superintendent's approval. The expense of said subscriptions, memberships, and attendance is to be at District expense. The Chief Business Official shall receive permission from the Governing Board and Superintendent for her attendance at out-of-state meetings and periodically report to the Governing Board her appraisal of the meetings.

This is an agreement for the performance of professional services as the Chief Business Official of the District. In recognition of the purposes of this Agreement, the CBO shall not be assigned to any other position nor have her duties assigned to others without the CBO's consent. No policy or bylaw of the District shall diminish the CBO's statutory or contractual authority. All duties assigned to the CBO by the Superintendent shall be appropriate to and consistent with the professional role and responsibility of the CBO.

The CBO shall be entitled to attend all regular, special and (when necessary) closed session meetings of the Board, and shall serve as an ex officio member on any and all District committees and subcommittees as needed, and shall be entitled to submit recommendations on any items of business considered by the Board or any committee or subcommittee of the District.

4. OTHER PROFESSIONAL ACTIVITIES

With the approval of the Governing Board, the Chief Business Official may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations; said outside professional activities may be performed for consideration provided they do not interfere with or conflict with the Chief Business Official's performance of her duties under this agreement.

5. SALARY

The Chief Business Official's annual salary (effective July 1, 2022) shall be \$ \$101,246, payable in twelve (12) equal monthly payments. (The first year of the contract shall be modified based on the hire day)

The Governing Board reserves the right to modify the annual salary rate of any or all years of the Chief Business Official's contract, with the mutual consent of the Chief Business Official. Such modifications may be retroactive. However, by so doing, a new contract has not been entered into, nor the termination date of the existing contract extended.

In an effort to maintain equity with other certificated and administrative personnel, the Chief Business Official shall receive a total compensation increase (salary and/or district contribution towards medical, dental and vision) each year of this agreement that is not less than the percentage increase given to the administrative/management team.

6. WORK DAYS

July 1, 2022 – June 30, 2023, The Chief Business Official's work year shall be 12 months, 225 work days.

The Chief Business Official shall accrue sick leave at the rate of twelve (12) days per contract year. Such days may be used prior to their accrual, but not to exceed the total accumulated and which may accrue in that contract year.

7. FRINGE BENEFITS

Health and Welfare - The District shall contribute the same amount for the Chief Business Official as identified in the 2022-2023 Confidential Agreement in Section III A and B.

All statutes applicable to classified sick leave and disability leave shall apply. Unused sick leave and disability insurance shall be compensated according to Governing Board policies.

The District shall pay the Chief Business Official's annual professional dues in CASBO and any other professional organization that directly contributes to her ability to perform her duties as the Chief Business Official as determined by the Superintendent.

The District shall reimburse the Chief Business Official for all actual and necessary expenses incurred by the Chief Business Official within the scope of employment and while representing the District. The Chief Business Official shall submit original receipts and/or billing slips for all expenses to be paid out of an expense account established by the Board. Should the District require the Chief Business Official to attend or to participate in a function requiring that the Chief Business Official be absent from home, the Chief Business Official may, at her option, be accompanied by her family members. Any increased travel or accommodation expenses occasioned by the presence of the family members will be borne completely by the Chief Business Official.

8. EVALUATION

On or prior to June 30 of each year the Superintendent shall evaluate the performance of the Chief Business Official according to the position description. In the event the Superintendent determines that the performance of the Chief Business Official is satisfactory, the Superintendent shall so state in writing.

In the event the performance of the Chief Business Official is less than satisfactory, the Superintendent shall discuss in written detail the unsatisfactory performance including specific instances where appropriate. Each area ranked less than satisfactory shall be supplemented with recommendations for improvement and Superintendent-developed plan for accomplishing said improvement.

A copy of the written evaluation shall be delivered to the Chief Business Official within ten (10) days of its completion. The Chief Business Official shall have the right to make a written response to the Superintendent respecting the evaluation. Within thirty (30) days of the

delivery of the written evaluation to the Chief Business Official, the Superintendent shall meet with the Chief Business Official to discuss the evaluation.

9. CHANGES IN OR TERMINATION OF CONTRACT

Notwithstanding any other provision of this agreement, pursuant to Education Code section 35031, the Board may, upon the giving of forty-five (45) days notice, terminate this agreement effective as of June 30 of any year during the term of this agreement. In the absence of such timely notice, this Agreement shall be deemed to be renewed for one additional year on the same terms, but in no event may this Agreement be extended or renewed beyond June 30, 2024, except by action of the Board in open session at a regular public meeting.

In the event the agreement is terminated for any reason by the Board other than material breach, the Chief Business Official shall receive no more than one month's salary for each month remaining on the term of the agreement, but in no event shall this amount exceed twelve (12) months' payment if the remaining term exceeds twelve (12) months at the time of termination.

This agreement may be changed or terminated by mutual consent of the parties hereto in the manner provided for in Education Code, Section 35031, provided, however, that the party seeking such change or termination shall give not less than sixty (60) days written notice to the other party.

Additional amendments may be added to the contract by mutual consent of the Chief Business Official and the Governing Board at any time during the period of this contract, provided such agreements are reduced to writing and signed by both parties.

This agreement may be terminated by the Governing Board for cause, including but not limited to material breach of contract or any grounds constituting good cause, including failure by the Chief Business Official to perform any of the duties and responsibilities as set forth in the position description of the Chief Business Official, or any other material breach of the agreement by the Chief Business Official. Notice of termination for cause shall be given in writing, and the CBO shall be entitled to appear before the Governing Board to discuss such causes. The CBO shall be afforded the right to be represented by counsel at her own expense, the right to present witnesses and evidence on her behalf and to cross-examine witnesses presented against her, and the right to a decision based on the matters at the hearing and stating the ground for any action. Such meeting shall be conducted in closed session unless specifically prohibited by state law. The CBO shall not be entitled to severance pay in the event of termination for cause.

Reimbursement by CBO to the District: If this Agreement is terminated, any cash settlement related to the termination that the CBO may receive from the Governing Board shall be fully reimbursed to the Governing Board if CBO is convicted of a crime involving an abuse of her office or position as defined by Government Code Section 53243.4.

Should the Chief Business Official be unable to serve in her position due to physical and/or mental condition, and upon expiration of the sick leave entitlement as provided by statute and Governing Board policies, and upon written evaluation by a licensed physician designated by the District indicating the inability of the Chief Business Official to further serve in her position

of employment, this contract shall be terminated by the Governing Board.

This agreement shall terminate upon the occurrence of any of the following events:

- Whenever the CBO and District shall mutually agree to termination in writing
- Upon the death of the CBO

10. INDEMNITY

In accordance with the provisions of Government Code Section 825 and 995, the District shall defend the Chief Business Official from any and all demands, claims, suits, actions and legal proceedings brought against the CBO in the CBO's individual capacity, or official capacity as an agent and employee of the District, provided that the incident giving rise to any such demand, claim, suit, action or legal proceeding arose while the Chief Business Official was acting within the scope of employment.

Upon retirement or separation from the district, the CBO will continue to be indemnified for any actions taken against her related to her role as the CBO for the district.

11. INCORPORATION OF GOVERNMENT CODE SECTIONS

In the event this agreement or applicable law is construed or interpreted to provide any paid leave pending an investigation, criminal legal defense, or cash settlement in the event of termination, the specific limitations set forth in government code sections 54243, 53243.1, 54242.2, 5324.3 and 5324.4 are fully incorporated into this agreement.

GENERAL PROVISIONS

In witness herein we affix our signatures to this agreement as the full and complete understanding of the relationships between the parties hereto.

This contract is the full and complete agreement between the parties hereto, and it can be changed or modified only by a written agreement, signed by all parties or their successors in interest to this agreement.

References to code sections in this agreement are references to sections in force at the time the agreement was signed and to successor sections covering the same statutory issues or to which may subsequently amend the section referred to herein.

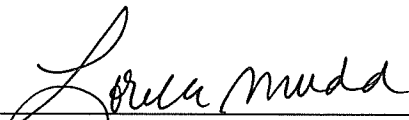
IN WITNESS WHEREOF, this Agreement has been executed this 15th day of June , 2022.

BY: _____
Jonna Phillips , Board President

DATE: _____

BY: _____
Doug Kaelin, Superintendent

DATE: _____

BY: 
Lorelle Mudd , CBO

DATE: 6/8/22

BIGGS UNIFIED SCHOOL DISTRICT 2022-2023 CHIEF BUSINESS OFFICER SALARY SCHEDULE

CBO
(225 Work Day Year)

2022/23	
Base Salary	\$101,246

Revised _____
5% Increase effective 7/1/22
Board Approved: _____

(This increase is based on the better of the BUTA or CSEA negotiated
 Except for the 22/23 due to the federal requirement to increase
 Classified to minimum wage.)

The following CONF salary increases were applied as below:

July 1, 2021	1.50%
July 1, 2022	5.00%

BIGGS UNIFIED SCHOOL DISTRICT
CONTRACT OF EMPLOYMENT FOR HIGH SCHOOL PRINCIPAL

PREAMBLE

The following is an agreement between the Governing Board of the Biggs Unified School District, hereinafter referred to as "District" and Scott Otis, hereinafter referred to as "High School Principal".

RECITALS

I. Term of Contract

At a meeting of the Governing Board of the Biggs Unified School District of Butte County, California held on the 15th day of June 2022, it was moved, seconded, and carried to employ Scott Otis as High School Principal commencing July 1, 2022 and ending June 30, 2023, subject to the terms and conditions hereinafter set forth.

II. Salary

The Principal shall continue on the attached Management Salary Schedule for a High School Principal.

III. Duties and Responsibilities

1. The Principal shall serve as the Principal of Biggs High School and assist with discipline at Biggs Elementary School under the direct supervision of the Superintendent.
2. The High School Principal shall render 215 8-hour days of service to the Biggs Unified School District during the term of this agreement.
3. All powers and duties which may be delegated to him/her lawfully by the Superintendent are to be performed and executed by him/her in accordance with the policies and rules and regulations adopted by the Governing Board.
4. The High School Principal shall have on file in the Office of the County Superintendent of Schools any and all certificates required by law to be filed in order to hold the position of Principal.

IV. Evaluation

The performance of the High School Principal will be evaluated by the Superintendent. A goal setting conference will be held by October 15th and final evaluation will be completed 30 days prior to the end of the term of this contract.

V. Fringe Benefits

The High School Principal shall be entitled to receive at least all health, welfare and fringe benefits of employment as are provided other certificated employees of the School District

including medical, dental, and vision coverage. The High School Principal must select a Medical Plan offered by the Butte School Self-Funded Program along with a Dental and Vision Plan.

Dues of Professional Associations – The District shall pay for the membership in the Association of California School Administrators (ACSA) and membership in the Butte County Administrators Association (BCAA).

VI. Sick Leave

The Principal shall be entitled to one day of fully paid sick leave for each month of service. Unused sick leave shall accumulate from year to year.

VII. General Provisions

This agreement is subject to all applicable laws of the State of California, to the rules and regulations of the State Board of Education, and to the lawful rules and regulations, and policies as hereby made a part of the terms and conditions of this agreement as though fully set forth herein.

The terms of this agreement are subject to change by mutual agreement of the parties.

In witness herein we affix our signatures to this agreement as the full and complete understanding of the relationship between the parties hereto.

This contract is the full and complete agreement between the parties hereto, and it can be changed or modified only by a written agreement, signed by all parties or their successors in interest to this agreement.

SUPERINTENDENT  Date 6-7-22

I hereby accept this offer of employment and agree to comply with the conditions thereof and to fulfill all of the duties of employment as Principal of Biggs High School.

Date of acceptance: 6/7/22 
High School Principal