

BIGGS UNIFIED SCHOOL DISTRICT

July 10, 2023

Biggs Unified Proposal to BUTA

The proposal is intended to be accepted or denied as a package.

TERM and REOPENERS

This agreement will close negotiations for 2023-24 and 2024-25. The term of the agreement will be through June 30, 2025. Reopeners for the 2025-2026 shall be limited to compensation, as set forth in Article VI and one additional item from each party.

ARTICLE VI (D) SALARY

1. Effective August 1, 2023, adjust Appendix A ("Salary Schedule" as set forth in the attached document. This salary schedule represents an 11.5 % increase and two additional steps representing 3% at each step.
2. Effective July 1, 2024 the salary schedule will be adjusted by 70% of the funded COLA.

ARTICLE VII FRINGE BENEFITS

A. Medical Dental and Vision Insurance

1. Effective August 1, 2023, the District shall contribute an annual maximum of \$11,749 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 XVIII Vacancies

G. The district shall open all stipend positions internally. If there are no internal applicants, then the district may rehire walk on coaches or open the positions externally

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

Biggs Unified Teachers
(BUTA/CTA/NEA)

Biggs Unified School District Associations

Tammy Loftin, BUTA President Date

 7-12-2023
Doug Kaelin, BUSD Superintendent

Holly Perkins, BUTA Vice President Date

Appendix A

23.24

**BIGGS UNIFIED SCHOOL DIST
CERTIFICATED SALARY SCHE**



	RANGE 1	RANGE 2	RANGE 3	RANGE 4
	BA+30	BA+ 45	BA + 60 OR MASTERS	BA + 75 OR MA + 15
STEP 1	52,824	54,276	55,770	57,302
STEP 2	54,409	55,904	57,443	59,021
STEP 3	56,041	57,581	59,166	60,791
STEP 4	57,722	59,308	60,941	62,615
STEP 5	59,454	61,088	62,769	64,493
STEP 6	61,237	62,920	64,652	66,428
STEP 7	63,074	64,808	66,592	68,421
STEP 8	64,967	66,752	68,590	70,474
STEP 9	64,967	68,755	70,647	72,588
STEP 10	64,967	70,817	72,767	74,765
STEP 11	64,967	70,817	74,950	77,008
STEP 12	64,967	70,817	77,198	79,319
STEP 13	64,967	70,817	79,514	81,698
STEP 14	64,967	70,817	81,900	84,149
STEP 15	64,967	70,817	84,357	86,674
STEP 16	64,967	70,817	86,887	89,274
STEP 17	64,967	70,817	86,887	91,952
STEP 18	64,967	70,817	86,887	94,711
STEP 19	64,967	70,817	86,887	97,552
STEP 20	64,967	70,817	86,887	100,479
STEP 21	64,967	70,817	86,887	100,479
STEP 22	64,967	70,817	86,887	103,493
STEP 23	64,967	70,817	86,887	103,493
STEP 24	64,967	70,817	86,887	106,598
STEP 25	64,967	70,817	86,887	106,598
STEP 26	64,967	70,817	86,887	109,796
STEP 27	64,967	70,817	86,887	109,796

AGREEMENT

by and between the

BIGGS UNIFIED SCHOOL DISTRICT

and the

BIGGS UNIFIED TEACHERS ASSOCIATION
(BUTA/CTA/NEA)

2022-2023

Updated June 3, 2022

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ARTICLE I AGREEMENT

- A. The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Governing Board of the Biggs Unified School District ("Board") and the Biggs Unified Teachers Association, BUTA, CTA/NEA ("Association"), an employee organization.

ARTICLE II RECOGNITION

- A. The Board recognizes the Association as the exclusive representative of all certificated employees of the District - excluding substitute, management, confidential and supervisory employees, for the purpose of meeting and negotiating.

ARTICLE III ASSOCIATION RIGHTS

- A. The Association shall have the right to represent its members in their employment relations with the Board.
- B. The Association shall have the right to access at reasonable times to areas in which employees work, the right to use institutional bulletin boards, mailboxes, and other means of communication, subject to reasonable regulation, and the right to use institutional facilities at reasonable times for the purpose of meetings concerned with the exercise of the rights guaranteed by GC 3540-3549.3.
- C. The Board recognizes the Association's right to select all unit member representatives to joint committees dealing with wages, hours of employment, and other terms and conditions of employment pursuant to all applicable Education Code Sections.
- D. The parties shall jointly request the California State Mediation and Conciliation Service to hold an organizational security election after ratification of this agreement. (NOTE: An election was held on October 5, 2000. An agency fee agreement was ratified.)
 - 1. Any unit member who is not a member of the Association, or who does not make application for membership by October 15 of each year, or within 30 days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount equal to membership dues, initiation fees and general assessments, payable to the Association in one lump-sum cash payment in the same manner as required for the payment of membership dues. In the event that a unit member does not pay such fee directly to the Association by October 15th or within 30 days from commencement of duties, the District shall immediately begin automatic payroll deduction as provided in Education Code Section 45061 and in the same manner as set forth in this Article. The association will notify the district when any member or non member pays a lump sum payment in lieu of payroll deduction. There shall be no charge to the Association for such mandatory agency fee deductions.
 - 2. Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organization, shall not be required to join or financially support the Association as a condition of employment; except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organization, charitable funds exempt from taxation under Section 501 (c)(3) of Title 26 of the Internal Revenue Code:
 - 3. Members that do not wish to donate to one of the organizations below may submit an alternate organization that meets section 501 © of Title 26 of the Internal revenue Code (NOTE: At least three

*non-religious, non-labor organizations that are charitable funds exempt from taxation under Section 501 (c)(3) of Title 26 of the Internal Revenue Code need to be listed in this section. Both NEA and CTA have independent foundations available for use in this section. BUTA will vote on which three at a later date.)*To receive a religious exemption, the unit member must submit a detailed written statement establishing the basis for the religious exemption. The Association executive board shall communicate in writing to the unit member its acceptance or rejection of the exemption. If accepted, the unit member shall make the payment to an appropriate charity as described above. Such payment shall be made on or before the due date for cash dues/fees for each school year. If the unit member is not satisfied with the decision of the executive board, they may appeal to CTA governance department.

4. Proof of payment shall be made on an annual basis to the Association and District as a condition of continued exemption from the payment of agency fee. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. No in-kind services may be received for payments, nor may the payment be in a form other than money such as the donation of used items. Such proof shall be presented on or before October 15th of each school year. If proof of payment is not submitted to the district by October 15th the district will begin automatic payroll deductions.
5. With respect to all sums deducted by the District pursuant to sections above, whether for membership dues or agency fee, the District agrees to remit such moneys promptly to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.
6. The Association and District agree to furnish to each other any information needed to fulfill the provisions of this Article.

ARTICLE IV EMPLOYER RIGHTS

- A. The Board retains all of its vested rights and powers provided by the Laws of California to manage and direct the affairs for the District, except as specifically modified or limited by the express terms of this Agreement.
- B. The Board shall take whatever actions are necessary to protect the safety of students and employees in an emergency.

ARTICLE V CLASS SIZE

- A. Definition: "Day" - A day is any day in which the central administrative office of the Biggs Unified School District is open for business.
- B. When in the professional judgement of a classroom teacher, the size of any of his/her classes has become such as to adversely affect the educational program, the teacher may bring the matter to the attention of the principal in writing on a form provided by the board.
- C. When such a matter has been brought to the attention of the principal, the principal shall schedule at least one conference with the teacher within 48 hours to attempt to resolve the problem.
- D. If the matter remains unresolved in the opinion of the teacher, the teacher may appeal to the Superintendent. When such an appeal is made, the Principal shall state his/her views in writing to the Superintendent or his/her designee. The Superintendent or his/her designee shall immediately acknowledge receipt of such appeal and shall attempt to affect an equitable resolution to the problem within seven (7) days thereof.

- E. If no resolution, which is satisfactory to the teacher, has been effected by the Superintendent within ten (10) days of such acknowledgement, the teacher may appeal directly to the Board. (All steps in the appeal procedure shall be in writing.)
- F. At this time, all written reports shall be made public, in writing, at the next regularly scheduled meeting of the Board of Trustees. The decision of the Board shall be final. In no instance shall a decision be made later than the next corresponding regularly scheduled meeting following the initial representation.
- G. At any step during the procedure the teacher shall have the right to representation by a member of the Association.

ARTICLE VI SALARIES

SALARY

A. Initial Placement on the Salary Schedule

- 1. Unit members will be placed on the appropriate range of the certificated salary schedule, Appendix A, according to the total number of acceptable units completed at the time of employment. If enrolled in courses intended to be used for such placement, unit members must state their intention at the time of employment to complete such courses and must submit all transcripts and any other records of units completed to be used for salary schedule placement purposes by September 25 of the year of employment. Units submitted after September 25 until six months after employment will be accepted for salary schedule placement for the subsequent year.
- 2. Units earned prior to employment will be accepted for salary schedule placement until six months after employment.
- 3. The District will notify all newly hired unit members in writing at the time of employment of these requirements. The District will determine within the guidelines included in Section C, of this Article the appropriateness of units to be used in initial placement and in movement on the salary schedule.
- 4. Any mistake or error identified within 3 years by the Association or the District in the calculations of units for initial placement or for advancement on the salary schedule will be corrected retroactively to the date of the effect of the calculation on the salary of the employee not to exceed three years.

B. Professional Growth and Movement on the Salary Schedule

1. Payment for Professional Growth.

- a) Professional growth of an employee *required* by the district shall be paid by the district. Any unit member that wishes to attain additional certification or a credential recognized by the Commission of Teacher Credentialing will be reimbursed for the cost of tuition for acquiring those units upon presenting the district proof of completion of the certificate or credential authorizing them to teach a course of study in that area as well as proof of payment to the sponsoring institution granting those units. The teacher may use those units for advancement on the salary schedule even if the district paid for the units. To receive reimbursement, the unit member must remain in continuous service to the District during the time s/he is working on completing the units and for at least three years after the credential or certificate is granted.

2. Vertical Movement

- a) Salary schedule advancement shall begin with the second credited teaching year and shall be at a rate of one step for each year of teaching experience. A teacher must work 75% of the school year in order to receive credit for a full year of service for salary advancement. Partial years of service, less than 75%, may not be added to other partial years to generate full years of service for salary advancement.
- b) Teachers who are frozen on any step because of insufficient units to advance to a higher range, upon completion of the necessary units, will be placed on the higher range on the step representing the actual number of years of service which have been given to the District plus the years service granted upon initial placement.
- c) Movement shall not be permitted beyond Range I, Step 8 until the teacher has secured a Clear California teaching credential.

3. Horizontal Movement

- a) Teachers shall be placed on the appropriate class of the salary schedule in accordance with the degrees and advanced preparation they have completed. Reassignment to a higher classification shall become effective at the beginning of the next semester after the new classification requirements have been met.
- b) Employees planning to advance across and down the salary schedule or to take enough units to advance them on the salary schedule during the subsequent year must file a letter of intent with the District by May 15.
- c) Teachers must file official transcripts, grade cards, or other verification of course/units completed on or before September 25 for the fall semester and January 25 for the spring semester of each school year in order to gain credit for such units.
- d) In the event the salary schedule is modified during the life of this agreement by adding unit requirements for certificated employees to be placed on an existing class or a newly created class unit members may submit units not previously submitted for evaluation by the District for salary schedule placement.

C. Guidelines for Acceptability of College Coursework

1. Credit will not be granted for repeat courses nor for any courses completed prior to and not used for initial placement on the salary schedule.
2. The course must meet the professional growth needs of the individual as applied to the employee's present or proposed future assignment.
3. A grade of "C" (or better) or "Pass" must be earned for the units to count for salary increment purposes.
4. Semester units or their equivalent serve as the basis for granting credits.
5. The term "semester unit" shall mean a semester unit or the equivalent earned after the BA or BS degree at an accredited state or private university or college. The District will use the date for earning the BA or BS stated on the degree itself or the transcript, whichever is earliest, in implementing this provision.
6. All units meeting the following standards shall be acceptable for advancement on the salary schedule:
 - a) Upper-division or graduate units in the teacher's major or minor field or in the field of education.

- b) Upper-division or graduate units in a field now being taught.
 - c) Upper-division or graduate units in an area to which assigned for the next semester.
 - d) Continuing Education or Extension Education units in the employee's assignment area.
 - e) Methods classes in an area to which currently assigned.
 - f) Participation in specialized training programs for which the Board of Trustees has equated the training to units of credit. Not more than three (3) units may be acquired for any one course or workshop nor more than six (6) semester units of District credit (non-transferable to another district) may be counted on an employee's salary increment placement.
7. When a teacher has obtained Board approval for a stipulated program of study which may require more than one (1) semester to complete, the Board shall honor such approval, notwithstanding possible future alteration or modification of District educational goals and/or philosophies.
 8. With Board of Trustees approval, the following classes may be used for salary advancement if completed subsequent to the unit member's initial placement on the salary schedule.
 - a) Community College classes.
 - b) All lower-division units from four-year institutions.
 - c) Classes out of major or minor fields.
 - d) Classes out of teaching area.
 9. Unit Conversion. Quarter units are converted to semester units by multiplying the quarter units by two-thirds (2/3rds). If this multiplication results in a fraction that when added to the other semester units is within one-half (1/2) unit from the required units for qualifying for the next column, then the fraction shall be rounded up to the next whole number and the teacher shall be placed on the next column.
 10. The Board shall provide each teacher each school year a statement of the number of units that the District has on file for him/her upon request.

D. Salary schedule effective for 2022/2023 *(Updated per 06/03/2022 negotiation)*

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

1. *5% on the salary schedule effect July 1, 2022*

ARTICLE VII FRINGE BENEFITS

A. Medical, Dental and Vision Insurance *Updated per 06/03/2022 negotiation)*

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.*
 - a) Upon the effective date of this language, the District insurance premium contribution will be paid in twelve equal monthly installments. Any premium cost not covered by the District contribution for medical, dental, and vision premiums will be borne by the bargaining unit member on a monthly basis and paid by payroll deduction.
 - b) Each bargaining unit member will select a medical plan available through the Butte Schools Self-Funded Program. All amounts remain from the District contribution, after the selection of a medical,

dental, and vision plan available to unit members will be paid to the bargaining unit member on a monthly basis on their regular paycheck.

2. Unit members who terminate their employment prior to the close of the school year shall be provided coverage up to and including the last day of the payroll period in which the termination occurs.

B. Part-time Employees

1. Benefits contributions authorized by this Article shall be pro-rated for part-time bargaining unit members, as may be stipulated by the insuring companies.
2. During the period of employment with Biggs Unified School District, as long as a unit member is employed as a part-time teacher and also works in another district, s/he will be compensated for the pro-rated portion of the District's contribution for medical, dental, and vision premium costs.
3. That pro-rated contribution may be transferred to purchase full benefits at another district where the unit member is also employed. If there is a difference between the full cost of the benefits and the compensation for benefits from both Districts, the employee may have pre-tax dollars used to cover the cost pursuant to Section 125 of the Internal Revenue Service Code.
4. The pro-rated contribution for benefits from BUSD may only be used for transfer to another District for benefit payment or in the IRS 125 Account. It is not available as a cash payment.

C. Change in Insurance Programs

At any time during the term of this Agreement, BUTA may notify the District of its intent to change to a less expensive medical, dental, or vision plan offered by the Butte Schools Self-Funded Program or, by written agreement with the District to another program for medical, dental, or vision insurance. The District shall process such a change, at the earliest reasonable opportunity, in accordance with JPA rules.

D. Retirement Program

1. A special retirement program is available for eligible unit members. To be eligible for benefits under this section, members hired by January 1, 2013 must have reached the age of 55 and have fifteen (15) years of service credit with Biggs Unified School District; members hired after January 1, 2013 must have reached age 55 and have twenty (20) years of service credit with Biggs Unified School District. Eligibility for the District's retirement will end upon members reaching Medicare eligibility. If the age for Medicare eligibility increases, the age for eligibility for the District retirement program will increase by the same number of years. For example, if Medicare age eligibility becomes 67 years old, eligibility age for the District's retirement program shall be 57 years old. As set forth in paragraph 4 below, the maximum period of eligibility is ten (10) years.
2. Unit members who take advantage of this section shall have their medical, dental and vision insurance plans provided through the District's group insurance provider and paid for by the District. Retirees will reimburse the District for medical, dental and vision insurance premiums that exceed the District contributions as noted in D.3. below.
3. The contribution that the District makes toward coverage for employees hired by January 1, 2013 shall not be more than the District Annual Maximum contribution at the time of the unit member's retirement from the District plus ten percent (10%) of that cost. For employees hired after January 1, 2013, the contribution that the District makes toward coverage shall not be more than the District Annual Maximum contribution at the time of the unit member's retirement from the District.

4. The minimum time of coverage shall be seven (7) years. Unit members hired by January 1, 2013 may have one additional year of coverage for each five (5) years of additional service beyond the fifteen (15) years of service credit for the district. Additional time is only allotted for service with Biggs Unified School District. Maximum coverage for employees hired by January 1, 2013 shall be for ten (10) years, if eligible. Coverage will end upon members reaching Medicare eligibility.
5. Retirement is defined as participation in the State Teachers Retirement System.
6. Current employees of retirement age that **have not** contributed to Medicare shall receive benefits beyond the age of 65, no more than a maximum of ten (10) years from the date of their retirement OR until they become eligible for Medicare whichever comes first. If the unit member becomes eligible for Medicare benefits before exhausting the entitlement of ten (10) years, the District will reimburse the retiree the cost of a Medicare supplement policy not to exceed \$3,600 annually until the ten (10) year entitlement is exhausted.

Example: Retired at age 60 with a maximum of 10 years of retiree benefits and becomes eligible for Medicare at age 66, the retiree will cease coverage in the District group insurance provider and the District will pay for a Medicare supplement policy for 4 years until age 70. The retiree would have received 6 years in the District group insurance and 4 years of Medicare supplement insurance.

ARTICLE VIII GRIEVANCE PROCEDURE

A. GRIEVANCES

1. The Board and Association recognize that provisions for dealing with grievances are an essential part of good personnel administration. Both are committed to dealing promptly and equitably with grievances to resolve them quickly at the informal level or at the earliest stage possible, in the formal level. The intent of this article is to provide a means to work collaboratively to settle problems in a way that will address concerns of the employee as well as management.

B. DEFINITIONS

1. A "grievance" is an allegation by an employee that there has been or will be a violation of: (1) the employment agreement; 2) Board policy and/or administrative regulations; (3) the law. A grievance may also apply to actions which result in unfair treatment of employees or situations that violate reasonable establishment practices. A grievant does not apply to allegations of sexual harassment nor complaints by the public. Procedures pertaining to those situations are part of Board policy.
2. A "grievant" may be any member of the bargaining unit covered by the terms of an agreement between the bargaining unit and the Governing Board of this school district.
3. A "day" (for the purposes of this grievance procedure) is any day on which the central administrative office of this school district is open for business.
4. The "immediate supervisor" is the person with immediate jurisdiction over the grievant.

C. GUIDELINES APPLICABLE TO ALL GRIEVANCES

1. An employee who wishes to have a grievance heard under this procedure must initiate informal

action within thirty (30) days of the time s/he had knowledge of the act or omission giving rise to the grievance.

2. Unless otherwise mutually agreed, the employee has the right to representatives of his/her choice.
3. For the protection of the complainant and the district, all grievance proceedings will be kept confidential.
4. All documents, communications, and records dealing with grievance processing will be placed in a district grievance file. No such material will be placed in an employee's personnel file unless the grievance results in discipline.
5. No reprisals shall be taken against any participant in a grievance procedure by reasons of such participation.
6. Time limits specified in these procedures may be reduced or extended in any specific instance by written mutual agreement between parties. If specified or-adjusted limits expire, the grievance may proceed to the next step.
7. Grievances involving an administrator above the building level may be filed at Step 2.
8. Any grievance not appealed to the next step of the procedure within prescribed time limits shall be considered settled on the basis of the answer given in the preceding step.
9. No grievance may be settled with out the approval of the bargaining unit.
10. When the grievance process involves another employee in any potential settlement, all parties of interest shall be consulted and advised of the grievance proceedings.
11. Nothing in the grievance procedures limits a member's right under the law.

D. INFORMAL RESOLUTION

1. Every effort shall be made by the parties involved to resolve grievances and disagreements on an informal level. The formal grievance procedure should not be initiated unless attempts at resolving the grievance at the informal level have been exhausted.
2. When an employee has a grievance, he/she shall request a conference with the individual and/or the supervisor involved to discuss the grievance. The conference shall be held, or a date established for a conference, within five (5) days of the request or as soon as practical. Both the complainant and the supervisor may invite other persons as counsel. The employee may request that a representatives) of the employee organization be present at the conference.
3. Additional conferences may be held to discuss the grievance at mutually agreed upon times and dates. If the grievance has not been satisfactorily resolved at this level, the employee or supervisor may initiate Step 1 of the formal procedure or interest-based step, at any time.
4. The case shall be closed if the grievance is resolved, or if the grievant does not wish to take further steps.

E. INTEREST-BASED STEP IN GRIEVANCE PROCEDURE

1. If either the grievant or supervisor is not satisfied with a decision at any level, the grievant and supervisor may mutually agree to submit the grievance to a joint Fact-Finding Committee by filing a written request with the Superintendent.

2. The Fact-Finding Committee shall consist of: (a) one person appointed by each party (grievant and supervisor); (b) the grievant and supervisor; (c) a facilitator appointed by mutual agreement, with knowledge in the interest-based negotiations process.
3. The Fact-Finding Committee shall meet with the grievant and other involved parties and gather facts concerning the grievance, as the Committee deems appropriate. The work of the Committee shall be informal, based on the principles of interest-based employer-employee relations, and designed to facilitate a resolution of the grievance which is acceptable to the parties.
4. Within fifteen (15) days of its formation, or as soon as practical, the Committee will provide the parties with its written findings and recommended resolution of the grievance. This report of the Committee shall be advisory to the parties, and shall not be final and binding.
5. If this step is not successful, the grievance will automatically proceed to the next formal level.

F. STEP 1 - FORMAL GRIEVANCE/GRIEVANCE PROCEDURE

1. Filing - A written request for settlement of the grievance shall be filed with the building principal or designee after ten (10) days of the last mutually agreed upon informal meeting or as soon as practical. The request shall be prepared on the Step I grievance form provided in the master agreement. (Appendix D).
2. Disposition - The principal or designee shall make a written disposition of the grievance within ten (10) days after receipt of a grievance by completing a Reply to Grievance Step 1, and returning it to the complainant.
3. Conference - Within the time limit either party may request a conference.

G. STEP 2 - FORMAL APPEAL TO SUPERINTENDENT

1. If the employee is not satisfied with the disposition of the Grievance at Step 1, s/he may file the grievance on the appeal form provided in the master agreement. (Appendix D) The grievance shall be filed with the Superintendent within ten (10) days of receipt of the disposition at Step I or as soon as practical. All information presented at Step 1 shall be submitted to the Superintendent.
2. Conference - Within the time limit either party may request a conference.
 - a) In cases where a substitute for the Superintendent would normally hear the appeal, the complainant may request the Superintendent only. The complainant shall waive the working-day time limit for a conference. If the complainant chooses to exercise this option, the request shall be made in writing with a statement that the time limit has been waived. The superintendent will meet with the complainant within (15) fifteen days or as soon as practical.
3. Disposition - The Superintendent or designee shall make a written disposition of the grievance within ten (10) days after meeting by completing a Reply to Grievance - Step 2 or as soon as practical. The supervisor and the complainant shall be notified in writing of said disposition.

H. STEP 3 - APPEAL TO THE GOVERNING BOARD

1. If the employee is not satisfied with the disposition of the grievance at Step 2, he/she may file an appeal to the Governing Board. Within ten (10) days, or as soon as practical, of the receipt of the

Superintendent's decision the complainant may submit a grievance action appeal form to the Governing Board. All material developed from inception of the grievance shall be included with the appeal form. The personnel office shall prepare and deliver copies of all material in the grievance folder to each Board member and the complainant.

2. The superintendent or designee and the grievant shall confer to establish the date of the appeal hearing. The date to be set shall allow a minimum of ten (10) days prior to the hearing. The date will be no later than the next regularly scheduled Board Meeting. When the date is established, or at least five (5) working days prior to the hearing, the complainant may request that copies of all grievance materials be mailed to him/her.
3. Failure to confer or appear because of a proven emergency or illness will be grounds for postponement of the hearing.
4. The Board shall make its decision within fifteen (15) days of the hearing. It shall be reduced to writing and delivered by hand or registered mail to all parties.
5. All grievance hearings will take place in open session unless either party requests a closed session. State and Federal law along with applicable appellate or Supreme Court decisions shall prevail in determining whether a hearing is held in open or closed session.

I. STEP 4 – ARBITRATION

1. If the employee is not satisfied with the disposition of the grievance at Step 3, within ten (10) days of the written decision, the Association may submit to the Superintendent or designee a written notice of intent to proceed to arbitration.
2. The District and Association shall attempt to select a mutually acceptable arbitrator. If a mutually acceptable arbitrator cannot be selected within ten (10) days of said notification, the parties shall request a list of seven (7) arbitrators from the California State Mediation and Conciliation Service who are experienced in hearing grievances in California public school districts. The selection of the arbitrator shall be made by the alternate striking method. The first strike shall be determined by a toss of a coin.
3. In each dispute, the arbitrator shall, as soon as possible, hear evidence and render a written decision on the issue(s) submitted. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issue(s) by referring to the written grievance and the answers thereto at each step. If any question arises to the arbitrability of the grievance, the arbitrator shall rule on this issue prior to hearing the merits of the grievance, unless he/she rules otherwise.
4. After the hearing and after both parties have been given an opportunity to make written arguments, the arbitrator shall submit findings to both parties. The arbitrator's findings shall be final and binding to both parties.
5. The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement, nor shall the arbitrator be empowered to render a decision contrary to law, on issue(s) not before the arbitrator, nor on facts not supported by the evidence.
6. All cost for the services of the arbitrator, including, but not limited to, per diem expenses, her/his travel and subsistence expenses, and the cost of any hearing room, will be borne equally by the Board and the bargaining unit. All other costs will be borne by the party incurring them.

ARTICLE IX LEAVES OF ABSENCE

A. GENERAL

1. "Immediate family" shall mean the mother, father, grandmother, grandfather, or grandchild, son, son-in-law, daughter, daughter-in-law, adopted son/daughter, brother or sister of the employee or the spouse of the employee, or any person living in the immediate household of the employee .
2. Certificated staff members who are to be away from the office, classroom, or usual place of work for allowable leaves during any normal workday, are to notify a secretary or person in authority of destination and expected time of return.
3. Certificated staff members who cannot report for duty as assigned shall notify appropriate personnel as early as possible in the day of need for a substitute.
4. Inability to return to work the following day shall require the employee to report again to the appropriate personnel his/her intended absence.
5. Unit members on all other Board approved unpaid leaves of absence shall have the option to continue to receive District insurance coverage at the expense of the employee for the period of the leaves providing payment is received by the District at least thirty (30) days prior to the date it is due.
6. The Employee Assistance Team (EAT) will be formed upon recommendation of the principal when it is determined the employees absences negatively impact his/her performance program.
 - a) The EAT will consist of the Superintendent, one district administrator selected by the employee and one association member selected by the employee.
 - b) The EAT will work with the employee to develop a recommended program and/or program modification to assist the employee and mitigate effects of the absences.

B. SICK LEAVE

1. Entitlement
 - a) Leave shall be granted to each ten-month employee at the rate of ten (10) days per year for absence due to illness or injury including disabilities related to pregnancy or quarantine.
 - b) Part-time employees shall be entitled to that portion of leave as the assignment bears to a full-time position.
2. Transfers
 - a) Any certificated employee who has unused leave of absence for illness or injury accumulated in another California School District shall be credited in this District with the accumulated days in accordance with the law. It is the employee's responsibility to notify the District office in writing so that the necessary documents may be completed to accomplish the transfer of unused sick leave from the employee's immediately preceding employer.
 - b) Any certificated employee who leaves the District for a new position shall have transferred with him/her the accumulated leave of absence for illness or injury.
3. Accrued Sick Leave
 - a) At the beginning of each school year, every teacher shall be credited with his/her sick leave

entitlement for that school year. A teacher may use credited sick leave at any time during the school year.

- b) The Board shall annually provide each teacher with a written statement of his/her accrued sick leave total and his/her sick leave entitlement for the current school year.

4. Doctor's Certification

- a) The District may require written verification of a doctor's certification or other proof before allowing pay for absence due to illness or injury for any period of absence in excess of three (3) days.
- b) The District may require written verification of a doctor's certification or other proof of an employee's incapacity or illness when the employee's cumulative absences for any year exceed ten (10) and the District has reasonable grounds to believe that such verification is appropriate under the circumstances.

C. EXTENDED ILLNESS LEAVE - DIFFERENCE PAY

(updated per 05/14/19 negotiations)

1. *When an employee's accumulated sick leave days have been exhausted, the employee is entitled to extended illness leave for a period not to exceed 100 days. The amount deducted from the salary due to the employee shall not exceed the sum actually paid a substitute to fill the employee's position, or if no substitute is hired to fill the position, the amount which would have been paid a substitute had one been employed. Difference pay shall continue as need for a period of 100 days. The board retains the right to require verification of necessity and as much advanced notification as is practical for IX C.1*

- a) *Under such circumstances, the difference pay for any employee with 7 or less years of service shall not be more than the rate for a short-term substitute. This provision shall hold true as long as no more than 5 unit members in any one year on extended leave collecting difference pay. If a 6th employee becomes eligible for difference pay at this reduced rate all 6 will be charged the long term rate for a substitute. This provision became effective January 1, 2014.*

(Item 2, 2(a) and 3 remain the same)

2. A second six-month disability leave is solely within the discretion of the Board.

- a) The employee may request Board of Trustees action at least one (1) calendar month prior to such time as extended leave of absence at difference pay is exhausted for an additional leave not to exceed a total period of absence of six (6) additional months. Board of Trustees' approval shall be conditional upon medical verification of the continued need for absence due to disability.

3. The employee shall have the right to continue all fringe benefits as set forth in Article VII at employee expense during Board of Trustees-approved unpaid leave of absence upon proper prior notification to the business office.

D. INDUSTRIAL ACCIDENT OR ILLNESS LEAVE

1. Certificated Personnel shall be allowed leaves of absence for industrial accident or illness as follows in accordance with Education Code Section 44984:

- a) Allowable leave shall be for 60 days during which the employee would otherwise have been performing work for the Biggs Unified School District in any one fiscal year for the same accident.

- b) Allowable leave shall not be accumulated from year to year.
- c) Industrial accident or illness leave shall commence on the first day of absence.
- d) When a person employed in a position requiring certification qualifications is absent from his/her duties on account of an industrial accident or illness, he/she shall be paid such portion of the salary due him/her for any month in which the absence occurs as, when added to his/her temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a payment to him/her of not more than his/her full salary.
- e) Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.
- f) When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury.

E. MATERNITY DISABILITY LEAVE

1. The Board shall provide a maternity disability leave of absence with pay for any period of actual physical disability connected with pregnancy, miscarriage, abortion, childbirth, and subsequent recovery as confirmed by a physician's written statement, and as herein provided.
 - a) During maternity disability leave, the employee may claim sick leave pay for not more than that limited period of time during which her physician certifies in writing that she was actually physically disabled from performing her job because of pregnancy, miscarriage, childbirth, and recovery therefrom. The length of absence, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee and the employee's physician.
2. All sick leave benefits will cease as of the date, certified to in writing by the employee's physician, that the physical disability due to pregnancy, miscarriage, or childbirth has ended and the employee is physically able to return to work. As of such date, the employee shall be required to notify the Superintendent or his/her designee in writing that she is able to return to her contractual assigned position. Such notification shall be accompanied by the statement from the attending physician verifying the date on which the employee is physically able to return to work.
3. Should the employee use all accrued sick leave entitlement, she shall obtain a physician's verification of the need for continued disability absence, in which case the employee shall be eligible for benefits under extended leave of absence provisions (difference pay).
4. The provisions governing maternity disability leave shall be construed as requiring the Board of Trustees of the District to grant leave with pay only when it is necessary to do so in order that leaves of absence for disabilities caused or contributed to by pregnancy, miscarriage, or childbirth be treated under the same terms and conditions as those applied to leaves for illness, injury, or disability.

F. INFANT CARE LEAVE (Uncompensated)

1. In the event the employee wishes to extend her leave of absence beyond the date certified by the physician as being the end of her recovery period for purposes of uncompensated infant care leave following pregnancy, she shall make request in writing to the Board of Trustees stating the period of time for which she requests such leave of absence. Such written request shall be submitted at least one calendar month prior to the anticipated date on which the employee desires the leave to commence.

2. The request for leave of absence shall be considered for the remaining portion of the quarter, quarter, remaining portion of a semester, semester, or remaining school year, except that a certificated employee who uses maternity disability leave during one of the previously mentioned periods of time may add the missed portion of one of the previously mentioned periods of time to the succeeding full semester or full school year granted for infant care leave.
3. The provisions of infant care leave shall apply to the father of a newborn child, and in the case of an employee who adopts an infant child.
4. A teacher on infant care leave shall be entitled to purchase the health and welfare package provided other employees at employee expense.
5. Not later than two months before the end of the infant care leave of absence, the employee shall submit a request in writing to the Superintendent to be assigned a teaching position in the District. In the event of a dispute over the position granted an employee following infant care leave of absence, the final decision will be made by the Superintendent and the Board of Trustees.

G. ADOPTION LEAVE

1. A male or female teacher who is adopting a child shall be entitled to three (3) days of paid leave for such purpose. (cf. unpaid infant care leave)

H. PERSONAL NECESSITY LEAVE

1. It is the intent of both BUTA and BUSD that personal necessity leave be used to deal with matters of significant personal importance that demand an employee's attention during the course of the school year.
2. Certificated employees may use their total number of days of accumulated sick leave during any school year for matters of personal necessity as defined in Paragraph H, 2. a. and b.
 - a) Death or serious illness of a member of his/her immediate family. In the event of death, benefits authorized herein shall be in addition to benefits provided in Bereavement Leave.
 - b) Accident involving his/her person or property or a member of his/her immediate family's person or property.
3. Four days are discretionary and may be used for any reason except association activities, business or employment for financial gain, except that is necessary to deal with an emergency situation.
4. The Board retains the right to require verification of necessity in all cases except 3.

I. BEREAVEMENT LEAVE

1. A certificated employee is entitled to a leave of absence, not to exceed three (3) days, or five (5) days if travel is required beyond 250 miles, one way, on account of the death of any member of his/her immediate family.
2. No deduction shall be made from the salary of such employee nor shall such leave be deducted from leave granted by other sections of this Agreement.

3. Bereavement leave may be granted for each death described, even though more than one death occurs simultaneously. Such leaves may be consecutive.
4. Prior approval for bereavement leave shall not be required; however, immediate notification to the principal or immediate supervisor is required.

J. JURY DUTY LEAVE

1. The Board may grant a leave of absence to any certificated employee called for jury duty, under official order, under the following conditions.
2. The Board shall grant such leave with full pay; however, any check given in payment for service to the employee shall be submitted to the District as miscellaneous income.

K. OFFICIAL APPEARANCE LEAVE

1. A certificated employee shall be granted a leave of absence with pay when ordered to appear as a witness in court, other than as a litigant, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee.
2. The certificated employee shall present a written statement showing the time served as a witness and shall remit any fees received other than expense reimbursement.
3. The certificated employee shall notify his/her supervisor immediately upon receiving notice of such order.
4. A certificated employee who uses other than work days while absent from duty for this purpose, shall not be required to remit or waive any fees therefore in order to receive his/her regular salary.

L. EDUCATIONAL CONFERENCE LEAVE

1. An educational conference leave and expenses may be granted by the Superintendent or designee. A teacher may request leave and agreed-upon expenses to attend an educational conference that provides appropriate educational benefits for the teacher and the students of his/her class or the District. Travel expenses shall be limited to the most economical mode of travel. Mileage, meals, and lodging shall be limited to the actual cost. Meal expenses shall be limited to that charged by the conference or at the Board-adopted rate when meals are not included in the conference charges. Mileage shall be paid at the Board-approved rate if private car is used. Participants shall endeavor to arrange transportation and lodging to the site on a group basis.
2. The District may provide paid leave for teachers to visit other classes and schools inside or outside the District, subject to approval of the site administrator and the Superintendent. If such leave is initiated by the District, it shall pay necessary expenses as in "1" above.

M. EDUCATION LEAVE (Uncompensated)

1. Members of the bargaining unit may be granted a leave of absence without pay for the purpose of educational improvement. Such leave shall last not less than one (1) semester, nor more than one (1) year. An extension of the leave beyond one semester where the leave was granted for one semester, and beyond one year where the leave was granted for one year shall be granted where the completion of the course for advancement requires longer than one semester or one year. Request for an extension beyond the one semester or one year must be received by the Superintendent at least 60 days prior to the end of one semester period, and by March 1 when extended beyond the one year period.

N. LEGISLATIVE LEAVE

1. Leave of absence without pay shall be granted upon request of the employee for the purpose of being a candidate for, or the holding of, any state or federal elective office.
2. Leave of absence without pay may be granted upon request of the employee for the purpose of being a candidate for, or the holding of any city or county elective office.

O. SABBATICAL LEAVE (Compensated)

1. Any certificated employee who has rendered service to the District for at least seven (7) consecutive years may be granted a leave of absence not to exceed one (1) year, upon the recommendation of the Superintendent or his/her designee and the approval of the Board of Trustees, for the purpose of permitting study which will benefit the schools and the pupils of the District.
2. If the Board provided leave is for one year it must be completed within the twelve-month period. No compensation for the time off beyond this twelve-month period will be granted.
3. If the Board provided leave is for separate six month periods or separate quarters rather than for a continuous one-year period, the leave of absence for both of the separate six-month periods or any or all quarters shall be commenced and completed within a three-year period.
4. The employee requesting such a leave shall be required to present an outline of the proposed program of study to the board of Trustees.
5. The compensation for such leave shall be one-half the employee's regular salary and fringe benefits and conditions of payment shall be in accordance with Education Code Section 44969. This salary is defined as what the current salary of the employee on leave would have been had he continued his duties of the previous year.

P. FAMILY AND MEDICAL CARE LEAVE (Unpaid)

1. Unit members with at least one year of continuous District employment and who have worked for the District for at least 1,250 hours during the previous fiscal year are eligible for unpaid Family and Medical Care Leave, pursuant to applicable State and Federal law. Current law provides for unpaid leave of up to twelve (12) weeks which may be used for an employee's serious health condition; the birth, adoption or foster placement of a child; or the care of a seriously ill child, spouse or parent. During this unpaid leave, the District would continue its regular payment of the group insurance premiums.

Q. DONATION OF SICK LEAVE TIME

1. This section is intended to provide bargaining unit members an opportunity to contribute accrued sick leave to other benefit unit members.
2. Unit members wishing to donate sick leave will indicate on a District form the number of hours they want credited to another unit member's sick leave account.
3. District agrees to accept the transfer of sick leave from the donor's sick leave account into another designated sick leave account on a one-for-one basis.
4. Donors account will be reduced by the number of hours requested and that same number will be added to another designated account.

5. Any difference in pay will be ignored.
6. All donations to sick leave accounts will be anonymous.

R. GENERAL LEAVES

1. When no other leaves are available, an unpaid leave of absence may be granted to an employee at any time upon any terms acceptable to the District and the employee. Any request for such leave must be made sufficiently in advance to allow the District to find an adequate replacement. Any decision on such a request must be consistent with the best interests of the District.

ARTICLE X EMPLOYEE REASSIGNMENT AND TRANSFER

A. DEFINITION:

1. "Assignment" means the placement of a unit member in his/her existing position for the coming school year.
2. "Reassignment" is a change in assignment at the same work location(s).
3. "Transfer" is a change in work location(s) from one (1) school to another school within the District.
4. "Voluntary" refers to a reassignment or transfer that is requested by the unit member.
5. "Involuntary" refers to a reassignment or transfer initiated by the District.
6. "Vacancy" refers to a position for which no unit member is assigned.

B. GENERAL PROVISIONS

1. Each unit member shall be informed of his/her tentative assignment for the coming school year at least two (2) weeks prior to the last teacher work day of the school year. Any reassignment that occurs after the two weeks prior to the last teacher work day will be handled in accordance with paragraph C.4.
2. If a unit member's involuntary reassignment or involuntary transfer requires an involuntary room change, the unit member will be paid two (2) day's pay at their daily rate for the express purpose of moving to a new classroom outside of the school day.

C. REASSIGNMENTS

1. Reassignments of unit members shall not be made for arbitrary, capricious, or discriminatory reasons.
2. Prior to the reassignment the supervisor shall confer with the unit member to discuss any reassignment.
3. If the unit member so requests, their supervisor must provide, in writing, the specific reasons for their reassignment or the denial of their requested reassignment, unless mutually agreed upon by the unit member and the District.
4. Reassignments Due to Enrollment Changes after the Beginning of the School Year.

- a) A unit member may be involuntarily reassigned at any time during the school year due to enrollment change to another subject matter or grade level assignment provided the new assignment falls within the unit member's credential(s).
 - (i) Unit members to be reassigned during the school year shall be consulted prior to the reassignment and given at least five (5) days' advanced notice.
 - (ii) The District shall provide a substitute for two days so that the reassigned member can prepare for the new assignment on site.

D. VOLUNTARY TRANSFERS

1. A unit member may request a transfer, to any position for which the unit member is credentialed and qualified.
2. Notices of all vacancies will be made available to unit members as follows:
 - a) Notices shall be posted: (1) On the District website; and (2) on the staff room bulletin board(s) and (3) via email.
3. If a vacancy exists, unit members requesting a voluntary transfer shall be given first consideration before the position may be opened to non-unit members (external hires). The District shall have discretion to approve or deny any voluntary transfer request by unit members, provided, however, that a unit member who requests transfer and whose request is denied shall be provided written confirmation that the request has been considered, denied, and the reasons therefore, before applicants not presently employed by the District are hired.

E. INVOLUNTARY TRANSFERS

1. The District shall seek volunteers before involuntarily transferring a unit member to fill a vacancy for which he/she meets the criteria, unless a unit member is being transferred pursuant to paragraph E. 3 below.
2. Unit members to be involuntarily transferred shall have the right to indicate preferences in writing from a list of known vacancies. The Superintendent or designee shall consider such preferences. A written explanation will be provided to unit members denied their preference.
3. The District shall have discretion to initiate and implement the involuntary transfer of any unit member for any reason deemed by the District in its discretion to be satisfactory, subject to the following limitations:
 - a) The reason for such transfer must be one or more of the following:
 - Excess staff;
 - Modifications, relocations, additions or deletions of programs and/or specific curriculum needs;
 - A need for specialized skills;
 - A need for improvement in performance where transfer could benefit the unit member and/or the students;
 - Seniority
 - Any other reason which the superintendent deems to be consistent with the best interests of the District

4. No unit member will be involuntarily transferred if that unit member has been involuntarily transferred within a period of twenty-four (24) months of notification of the involuntary transfer, unless the district suffers a decline in enrollment or the program is no longer offered.
5. At least ten (10) days in advance of the intended involuntary transfer, the unit member will receive written notification of the transfer, and be given an opportunity to object. Should the unit member object to the transfer, a conference will be held, within five (5) days of receipt of the objection, with the supervisor and a representative designated by the Superintendent to resolve the matter. Should the unit member still object to the transfer after the conference, the District shall have the discretion to implement the transfer over the objections of the unit member, and will provide reasons for the transfer in writing.
6. If a unit member is involuntarily transferred, the District will provide packing supplies for the unit member's district classroom materials. The District will transport the classroom materials to the unit member's new work site.
7. A vacancy is not required for the District to initiate an involuntary transfer of unit members between Richvale Elementary School and Biggs Elementary School.

ARTICLE XI –
Article XI is intentionally left blank dated July 1, 2023

ARTICLE XII WORK DAY *(updated per 06/03/2022 negotiation)*

- A. Total minimum daily instructional time for all students within the District shall be set so 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, professional development.

The scheduled days will be broken to the following:

1. *First Wednesday of the month will be scheduled by site principal/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 principal/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 waved 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 than 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 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 (1/2) 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.*

ARTICLE XIII WORK YEAR

- A. The school calendar shall consist of 184 teacher days of which 180 shall be instructional days.
- B. Staff Development Effective July 1, 1999, the Association and the District agree to implement the provisions of the Instructional Time and Staff Development Reform Program ("Development Program") (Education Code sections 44579.1 et seq.).
 1. As set forth below and through the Development Program, there shall be three staff development days per teaching year, which shall be part of the members' total workdays. Effective July 1, 2000, the work year for members shall be reduced by three teacher workdays, those three teacher workdays replaced by the three staff development days.
 2. A day of staff development is 7 hours of actual staff development time.
 3. All members shall participate in staff development as defined below:
 - a) The district will provide three days of staff development as part of the 184 day work year. Participation is mandatory.
 1. No sick leave or other leave may be taken. If a member is absent, that member may make up the day or time missed or will lose one day of pay at the member's per diem rate for each day missed.
 2. All of the make up days must be completed prior to June 30 of each year.

3. Make up days must be scheduled outside of the work calendar (evenings, weekends and vacations).
 - a) Attendance recording, in accordance with the Development Program will be required.
 - b) Members shall sign appropriate attendance forms.
 - c) Contemporaneous documentation must be provided to the site administrator, including agenda(s) when available, with topic(s), length of time for the sessions, attendance and registration forms and/or other documentation when appropriate. Failure to comply with such documentation will result in denial of credit for staff development.
 - d) The selected program shall meet the requirements as set forth in Education Code Section 44579.1© (1); "teaching strategies, classroom management, and other training designed to improve pupil performance and academic content in the core curriculum areas"
4. With prior approval of the superintendent and site administrator, unit members may substitute other staff development for the three days provided by the district.
 - a) The staff development must be documented as in XIII.B.3. 3. a – d above.

ARTICLE XIV EVALUATION PROCEDURE

- A. It is understood and agreed by the parties that the primary objective of the evaluation process is to improve the quality of instruction. A teacher shall be evaluated by an "Evaluator" who shall be designated by the Governing Board.
- B. Evaluation of teachers shall utilize forms provided by the District and which are attached as Appendix E.
- C. Evaluation of both probationary and permanent teachers shall consist of: (1) a pre-observation conference held before the observation, (2) a scheduled full-lesson observation and an evaluation of that observation, and (3) a post observation conference.
- D. Probationary Teachers
 1. The evaluator shall evaluate every probationary teacher every year by at least one full lesson analysis and at least one full walk through observation which need not be scheduled, in each of the following periods:
 - a) September 15 - December 1
 - b) December 2 - March 1
 2. The evaluator shall initiate a personal follow-up after all walk through observations.
 3. The evaluator shall initiate a conference to review the certificated evaluation report.
- E. Permanent.
 1. During a period of at least every other year, an evaluation form is to be prepared and transmitted to a permanent employee not later than thirty (30) days before the last school day scheduled on the adopted school calendar.

2. This evaluation shall include at least two (2) full lesson observations and at least four (4) walk-through observations which need not be scheduled and which have been accomplished during the prescribed period of two (2) years.
3. The evaluator shall initiate a conference to review the certificated evaluation report.
4. For a permanent teacher not due to be evaluated that particular year, there will be a minimum of one (1) walk-through observation each semester which need not be scheduled and which will count towards the minimum required four (4) walk-through observations referred to in E.2 above.
5. The evaluator shall initiate a personal follow-up after all walk-through observations within a reasonable period of time.
6. Should any permanent teacher receive a "Needs to Improve to Meet District Expectations" rating on the evaluation form, and the deficiencies are due to Subject matter knowledge, classroom management and/or teaching strategies, that teacher may be referred to the Peer Assistance and Review (PAR) program (Article XX)
7. Any permanent teacher who must be annually evaluated pursuant to Paragraph E.6. of this Article, shall, in addition to the regular procedures set forth in this Article, be subject to the following provisions.
 - a. Prior to October 1 of the year following the teacher's unsatisfactory performance as evidenced by his/her evaluation report, the evaluator shall meet with the teacher and provide the teacher with a written notice of deficiency, including as an attachment the prior year's evaluation report, concerning the standards of performance together with specific instances illustrating the teacher's deficient performance. During this same meeting, the evaluator shall also provide the teacher with a plan for remediation which shall include specific recommendations as to the areas of improvement and shall also endeavor to assist the teacher in improving his/her performance.
 - b. The evaluator will advise the Superintendent of the remediation plan referenced above.

ARTICLE XV PERSONNEL FILE CONTENTS AND INSPECTION

- A. Materials in personnel files of employees which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the person involved.
 1. Such material is not to include ratings, reports or records which were prepared by identifiable examination committee members, or were obtained in connection with a promotional examination.
 2. Every employee shall have the right to inspect such materials upon request.
 3. Information of a derogatory nature shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to any such derogatory statement, his own comments thereon.
 4. Such review shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction.

ARTICLE XVI TEACHER SAFETY

- A. Employees shall be responsible to report, in writing, to the immediate supervisor any unsafe, hazardous, unhealthy, or potentially dangerous working conditions. The Board shall assume responsibility. The employee shall be responsible for the supervision of safety conditions for students which fall within the scope of an employment assignment.

- B. The Board shall investigate all conditions which are reported to be unsafe, hazardous, unhealthy or potentially dangerous and will seriously attempt to correct any condition or circumstance identified clearly as a health or safety hazard within the shortest time possible.

ARTICLE XVII CONCERTED ACTIVITIES

The Association agrees that neither it nor its agents or representatives shall incite, encourage or participate in any strike, walkout, slowdown or other work interference during the life of this Agreement.

ARTICLE XVIII VACANCIES

- A. A vacancy is any vacated or newly created teaching position.
- B. The District shall deliver to the Association and post in all school buildings a list of all teaching vacancies and new teaching positions which occur during the school year and for the following school year upon knowledge of the vacancies. The list shall contain the following:
 - 1. A closing date which is at least ten (10) working days following the posting date.
 - 2. Qualifications necessary to meet the requirements of the position.
- C. No assignment to fill the vacancy or newly created teaching position shall be made until the closing date.
- D. The District shall notify unit members, who request such notification, during summer recess or period(s) of leave of any vacancies which may arise during the summer recess or period of leave. The unit member's request must be in writing and must include a mailing address for the summer or period of leave.
- E. If a unit member already has a transfer application on file, it is not necessary to make a further application in order to be considered for any vacancies for which the unit member may have applied.
- F. The District shall, upon request of the unit member, deliver, in writing, the reasons for the unit member who has applied for a vacancy not receiving the vacancy or newly created position
- G. Stipended positions will be posted two times each year. Unit members must notify their principal in writing of their interest in being considered. Newly created or vacated stipended positions will be posted as they become available. All walk-on positions will be considered open after each season.

ARTICLE XIX REDUCED SERVICES EMPLOYMENT/JOB SHARING

- A. A job share program is available to full-time certificated employees on a year-to-year approval basis. Approval is contingent on the District's ability to hire a qualified teacher with like credentials. The percentage of contract shall be a minimum of 40%.
- B. Interested employees must submit a letter to their principal requesting participation on or before March 1, of the school year preceding the school year when the shared contract will take effect.
- C. During the period of the reduced services the District shall make contribution to STRS at the percentage rate of contracted services.
 - 1. A certificated employee granted a reduced services employment contract will be afforded on a prorated basis the same major medical, dental and vision plan provided regular employees of the District and shall have the right to pay the balance of the cost of insurance premiums not paid by the District in accordance with the procedures established by the Business Office.

ARTICLE XX PEER ASSISTANCE AND REVIEW

- A. The PAR Program is intended as a critical feedback mechanism that allows exemplary teachers to assist teachers in need of development in subject matter knowledge and/or teaching strategies. This program enables this district to coordinate professional development, Beginning Teacher Support and Assessment (BTSA), district curriculum, and the evaluation of certificated employees.
- B. Funds received from the state for PAR may also be expended for the following purposes: (1) Beginning Teacher Support and Assessment (BTSA); (2) An intern program; (3) Professional development or other educational activities previously provided pursuant to Article 4 commencing with section 44490 of Chapter 3 of the California Education Code; (4) Any program that supports the training and development of new teachers.
- C. General (definitions)
 - 1. Peer Assistance and Review (PAR):
 - 2. Joint committee (JC): The JC serves as the governing body for PAR Program and determines the program guideline that are consistent with the terms of the bargaining agreement and California Education Code Section 44500(b) et. seq.
 - 3. Consulting teacher (CT): CT assists participating teachers by demonstrating, observing, coaching, conferencing, referring, or other activities which will, in his/her professional judgement, assist the PT.
 - 4. Voluntary PT (VPT): VPT applies to participate in the PAR program because she/he would like to receive peer assistance in his or her area of subject matter, grade level knowledge, and teaching strategies.
 - 5. Referred PT (RPT): RPT is a teacher referred by principals or designee to receive assistance as a result of unsatisfactory final evaluation in the areas of subject matter and/or instructional strategies.
 - 6. Support providers (SP): Provides training or other support to CTs, PTs or other District personnel. SPs may also serve in the capacity of developing District curriculum or other district resources.
- D. Joint Committee
 - 1. Membership
 - a) The joint committee will consist of 2 administrators, selected by the Superintendent and approved by the Governing Board and 3 teachers selected by BUTA.
 - 2. JC Meetings
 - a) The JC will meet annually in September to set calendar for the year. The Chairperson for the year will be selected at this meeting. The Chair will alternate years from Administration to Association.
 - b) Minutes shall be kept at each meeting and be distributed at the following meeting.
 - c) Special meetings can be called by request of majority of JC.
 - d) The JC will meet annually in May to review the PAR activities of the school year and make recommendations to the Governing Board and BUTA. The number of CTs necessary for the following year will also be assessed at the May Meeting.

3. Responsibilities of JC

- a) Determine number of consulting teachers on an annual basis.
- b) Select and approve consulting teachers.
- c) Select training and training providers.
- d) Provide training for consulting teachers and joint committee members prior to participation.
- e) Develop and administer the annual budget.
- f) Perform yearly evaluation of PAR and make recommendations to the bargaining unit and governing board for improvement.
- g) Evaluate voluntary participating teachers' application and approve or disapprove participation.
- h) Hourly rate of pay for all work beyond workday or work year will be provided to bargaining unit members of the joint committee.

E. Cooperating Teachers

1. Qualifications

- a) CTs will meet the qualifications specified in Section 44501 and 44491 of the California State Education Code
- b) CTs will have a minimum of five years of teaching experience, and be considered teacher advocates by their peers.
- c) Prospective CTs will submit resume, letter of intent, and application form to the JC.
- d) CTs will submit letters of recommendation from minimum of two of the following: a) Site Administrator; b) Another classroom teacher; c) BUTA Executive Board.
- e) Retired teachers will be eligible to serve as CT's.

2. Selection process

- a) Application form, resume and reference letters will be submitted to JC.
- b) (JC) Joint Committee will make final selection based on application and/or interview and/or committee observation. JC shall, under normal circumstance, make final selection by May 30th of each year for CTs or Support Providers for the following year. In the event that the JC must select a CT or Support Provider after May 30th, that selection will take place as early as practical in the school year for which the selection is made.
- c) JC may select CT from retired teachers, the Butte County Office of Education consortium or other participating districts.
- d) PT may select CT subject to approval of JC.

3. Duties

- a) Provide assistance to PT in: developing and/or modifying curriculum; and/or instructional strategies; and/or assessment; and/or classroom management.
 - b) Prepare a written Assistance Plan that must include all of the following: a) Annual Goals and Objectives with evaluation procedures; b) Strategies for PT improvement.
 - c) Meet regularly with PT.
 - d) Observe PT a minimum of once per month.
 - e) Evaluate progress of PT and provide written report to PT.
 - f) For teachers who have been referred to the program involuntarily, the consulting teacher will prepare a final report that will detail the progress made by the PT. Only the PT may choose to have this report placed in his/her personnel file.
 - g) All communication between consulting teacher and the RPT shall be confidential and without the written consent of the RPT shall not be shared with others including site principal, evaluator, or joint committee.
 - h) Biggs Unified School District Teachers substituting for CTs during their preparation period will be compensated at the hourly rate. Payment will be made from the PAR Program revenue.
4. Term of CT shall be 3 years with no more than one PT assigned at any one time.
 5. Compensation for CT will be determined each year by the JC.
 6. Budget
 - a) CT will have a budget of \$200.00 to purchase materials and supplies.
 - b) Consulting teacher will submit additional requests for purchase of supplies materials, travel expenses and conferences prior to expenditure of money for approval by the JC.

F. Participating Teachers:

1. Referred Participating Teacher
 - a) Duties and responsibilities
 1. Request consulting teacher
 2. Assist CT in developing the assistance plan.
 3. Meet regularly with CT
 4. Work closely with CT in developing/modifying curriculum, subject matter, and instructional strategies.
2. Voluntary Participating Teacher
 - a) Duties and Responsibilities
 1. Except as otherwise noted, all duties and responsibilities of the VPT will be the same as the RPT.

- b) VPT may terminate participation at any time without repercussions or written documentation impacting his/her performance review.
- c) All communicate between consulting teacher and the VPT shall be confidential and without the written consent of the VPT shall not be shared with others including site principal, evaluator, or joint committee.
- d) Participation as VPT is subject to approval by the JC.

G. The District will endeavor to provide the following resources and procedures for PAR:

- 1. A District created video library of exemplary classroom practices.
- 2. A District created professional library.
- 3. Curriculum support.
- 4. Behavior management techniques.
- 5. One on one and group training.
- 6. Instructional and curriculum strategies and timing.
- 7. Opportunities for classroom observations.
- 8. Assistance in individual goal setting.
- 9. Access and release time to use the District resources.

H. Support provider (SP): Support Provider may be provided by the JC at the request of CT, PT, District Administration, or bargaining unit. In the event the joint committee finds a need for District personnel to provide training or other support to the PAR program, support providers will be compensated at the hourly rate of pay for all work beyond the work day or when providing in-service during District sponsored staff development.

I. Indemnity - Biggs Unified School District will defend and hold harmless individual committee members and consulting teachers from any law suit or claim resulting out of the performance of their duties under this program.

J. Beginning Teacher Support and Assessment (BTSA)

- 1. Intent – It is the intent of the Biggs Unified School District to participate in the BTSA Program through the Butte County Office of Education. All aspects of the PAR program including compensation, responsibilities, qualifications, and duties will apply to BTSA.
- 2. Support Providers – For purposes of this agreement, a BTSA Support Provider will be treated the same as a CT.
- 3. All first and second year teachers (Beginning Teachers, BTs) are required to have Support Providers. Support Providers must participate in the BTSA training for Support Providers. However, attendance at BTSA seminars for BTs by a BT will be by mutual agreement between the Support provider and BT. SP already trained through Beginning teacher Support and Assessment (BTSA) training or the equivalent will not be required to attend BTSA training. The SP may present proposal to Joint Committee for alternative SP training.

ARTICLE XXI PARENT COMPLAINT

- A. The Board shall not permit any public presentation critical of individual staff members at a public meeting of the Board of Education. Parents or guardians must present informal (oral) complaints first with the employee who is the subject of the complaint, or with the Principal or his designee, prior to presenting any formal (written) complaint to the District.

- B. Informal (Oral) Complaints
The Principal or his designee shall notify the member of the bargaining unit verbally within three (3) days of receipt if possible of an informal (oral) complaint regarding that member.

- C. Formal (Written) Complaints
The District shall forward within five (5) workdays to the member of the bargaining unit any formal (written) complaint regarding that member. A member of the bargaining unit shall forward as soon as practicable to the Principal or his designee any formal (written) complaint received by the member regarding that member.
 - 1. If the unit member desires a conference, it will be requested of the complaining party and if desirable, the immediate supervisor will also be requested to be present.
 - 2. If the complaint conference solves the matter, it will be dropped and no record maintained.
 - 3. If the complaint cannot be resolved the complaining party shall be requested to submit his/her complaint to the Superintendent. A conference will then be scheduled with the Superintendent and the unit member who may have an association representative in attendance.
 - 4. If the matter is adequately resolved, the complaint procedure will end and the matter will be dropped. If the matter is unresolved the complainant may go to the next step in the procedure.
 - 5. If the matter cannot be reasonably resolved, it may, on request of the unit member or Superintendent, be referred to the Board of Education for a hearing. Within 30 days of the request, the Board of Education will hold an executive hearing of the matter unless the unit member requests a public hearing.
 - 6. All parties to the hearing may be represented by advisors or representatives of their choice at any stage of the complaint procedure. The Board, after review of all written and oral presentations, shall render a decision which shall be the final decision of the District in regard to the matter.

ARTICLE XXII SAVINGS

- A. If any provision of this Agreement or any application thereof to any teacher is held by the highest court of the state or by a federal court to be contrary to law, then such provision or application will be deemed invalid, to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect.

- B. Should a provision or application be deemed invalid, as described in paragraph A above, the Board shall reinstitute any benefit reduced or eliminated to the extent allowable under law. Moreover, the parties shall meet not later than ten (10) days after such court decision to renegotiate the provision or provisions affected.

ARTICLE XXIII PROCEDURES FOR INTERNS

- A. In the event an intern is required to have a cooperating teacher, salary for an Intern shall be 7/8 of the salary as determined by Class I, Step 1 of the teachers salary schedule.

- B. The cooperating teacher shall be paid the same amount provided to cooperating teachers under the PAR agreement.
- C. Cooperating teachers shall have permanent status and meet the same requirements as a cooperating teacher under the PAR agreement. There shall be an effort made to select a cooperating teacher that works at the same site as the intern.
- D. The committee to select a cooperating teacher shall be the PAR Joint Committee.
- E. All provisions of the PAR agreement will apply to intern CT's.
- F. The District shall make payment for substitutes and other costs associated with the internship and/or cooperating teacher as long as compensation from an institute of higher education, teacher training agency, or some other source equals the District expenses. In the event the District is not compensated for additional expenses, the costs shall be deducted from the intern's salary, subject to legal review.
- G. This agreement is intended to provide bargaining unit members in the intern program release time to attend required college classes that are only offered during their regular work hours.
 - 1. There must be no cost to the district.
 - 2. If the college reimburses the district, there will be no cost to the unit member.
 - 3. If the College does not reimburse the district, the unit member will be charged difference pay as outlined in the master agreement.
 - 4. Additional college costs (e.g. materials and textbooks) are to be paid by the District with an equal amount deducted from intern's salary.

ARTICLE XXIV ENTIRE AGREEMENT

- A. This Agreement supersedes and cancels all previous agreements, verbal or written, or based on alleged past practices, by the Board and the Association, and constitutes the entire agreement between the parties, even though a subject or matter initially proposed was later withdrawn. Any amendment supplemental hereto shall not be binding upon either party unless executed by the parties hereto.

ARTICLE XXV TERM

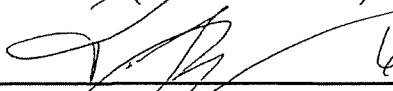

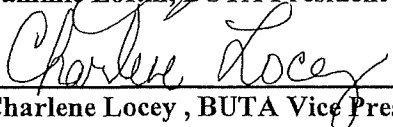
This agreement will close negotiations for 2019-2020, 2020-2021 and 2021-2022. The term of this agreement will be through June 30, 2022. Reopeners for the 2022-2023 shall be limited to compensation, as set forth in Article VI (D) and one additional item from each party.

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

 Tammie Loflin, BUTA President	<u>6-3-22</u> Date	 Doug Kaehn, BUSD Superintendent	
 Charlene Locey, BUTA Vice President	<u>6-3-22</u> Date		<u>6-3-22</u> Date:

OK