

BIGGS UNIFIED SCHOOL DISTRICT
February 28 2022
Counter Proposal To BUTA

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

TERM and REOPENERS

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

ARTICLE VI (D) SALARY

1. Effective July 1, 2022, adjust Appendix A (“Salary Schedule” as set forth in the attached document. This salary schedule represents a 2.5 % increase.

ARTICLE VII FRINGE BENEFITS

A. Medical, Dental and Vision Insurance

1. Effective July 1, 2022, the District shall contribute an annual maximum of ~~\$11,130.00~~ \$11,298.00 for each full time unit member to be applied toward the premium cost for each eligible employee and covered dependent for medical, dental, and vision insurance plans available through the Butte Schools Self-Funded Program.

ARTICLE XII WORK DAY

A. Total minimum daily instructional time for all students within the District shall be set as to generate the total instructional minutes for the year as described below:

- (1) 36,000 minutes in Kindergarten
- (2) 50,400 minutes in Grades 1 to 3, inclusive
- (3) 54,000 minutes in Grades 4 to 6, inclusive
- (4) 64,800 minutes in Grades 7 to 12, inclusive

B. The Board recognizes that the varying nature of a teacher’s day-to-day professional responsibilities does not lend itself to a workday of rigidly established length. However, the professional work day will be seven and a half (7 ½) hours, inclusive of a 30 consecutive minute duty free lunch. The member must arrive on site no less than fifteen (15) minutes prior to the member’s first scheduled assignment and remain on the site until the conclusion of the seven (7) hour work day is completed, including teachers with an assignment that includes first and last period prep periods. When necessary, teachers are further expected to remain a sufficient amount of time to take care of student needs, attend parent or administrative conferences or meeting and participate in additional and/or other assigned or voluntary duties.

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

- C. When the actual work day at a school site generates a total number of instructional minutes, which will exceed the minimum number of instructional minutes, referred to in Paragraph A. of the Article, the District will schedule early release days that will be used for the purpose of articulation, collaboration, assessments, or professional development. ~~The schedule of days will remain as scheduled for the 2014-2015 school year unless both parties agree to change the number of days. If an agreement is not reached by May 1 of the preceding school year the number of calendar days will remain the same.~~
- ~~1. The number of early release days shall not exceed 14 in any one school year unless the parties negotiate otherwise.~~
- ~~1. 2. The District shall consider input from unit members prior to determining activities for early release days.~~
- ~~—2. 3. Elementary school site unit members shall determine activities for two of the fourteen release days provided they remain on site.~~
- 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 pay substituting teachers the hourly wage as set forth in Appendix B for every period/hour they are required to substitute during their preparation period. 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 the district current daily substitute rate. ~~one-hour at the hourly wage set forth in Appendix "B"~~. If students are split between more than one unit member the daily substitute rate will be divided between the unit members. (Currently in a MOU)*
(Example: Full Day)
1 teacher used = \$180.00
2 teacher used = \$90.00
3 teacher used = \$60.00
- L. In the even that a substitute is unavailable for the high school, each full-time unit member, with the exception of counselors, shall teach a maximum of six regular teaching periods per day. Each full-time unit member, with the exception of counselors, shall have (under the six (7) period schedule) 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, he/she may be asked to volunteer to cover the class of another unit member if no substitute is available. He /she shall not be required to substitute for any other unit member who may be absent, with the exception of a bona fide emergency, such as a unit member's sudden illness during a class. During the preparation period, unit members will be available for student related activities. The unit member shall be compensated according to the following options: A. Four (4) periods of accumulated substitutions can be used as one-half (1 /2) day leave without regard to reason, subject to prior notice and scheduling approval of the site principal. Scheduling decisions by the site principal shall be based upon reasonable consideration of the availability of coverage, or special circumstances, such as staff development days or accreditation activities, requiring the presence of the bargaining unit member. B. Five (6) periods of accumulated substitutions can be used as one (1) day leave without regard to reason, subject to prior notice and scheduling approval by the site principal. Scheduling decisions by the site principal shall be based upon reasonable consideration of the availability of coverage, or special circumstances, such as staff development days or accreditation activities, requiring the presence of the bargaining unit member. C. Compensatory days for substitute periods may be accumulated from year to year, however, no more than 6 (6) compensatory days may be carried over into the next school year, and no more than five (5) compensatory days may be used consecutively. Unit members who absorb more than one class during their preparatory period for a total of 12 students or less shall only be awarded (1) substitution. If the total of students is above 12 they would be awarded (2). C. If high school unit member wish to be compensated in lieu of compensatory time off, they shall be paid one-hour at the hourly wage set forth in Appendix "B".

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

Tammy Loftin, BUTA President Date

Doug Kaelin, BUSD Superintendent

, BUTA Vice President Date

Date: