

BIGGS UNIFIED SCHOOL DISTRICT
May 31, 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 5% increase.

ARTICLE VII FRINGE BENEFITS

A. Medical, Dental and Vision Insurance

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

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

Article XI is intentionally left blank dated July 1, 2023

ARTICLE XII WORK DAY

- A. Total minimum daily instructional time for all students within the District shall be set as to generate the total instructional minutes for the year as described below:
- (1) 36,000 minutes in Kindergarten
 - (2) 50,400 minutes in Grades 1 to 3, inclusive
 - (3) 54,000 minutes in Grades 4 to 6, inclusive
 - (4) 64,800 minutes in Grades 7 to 12, inclusive
- B. The Board recognizes that the varying nature of a teacher’s day-to-day professional responsibilities does not lend itself to a workday of rigidly established length. However, the professional work day will be seven and a half (7 ½) hours, inclusive of a 30 consecutive minute duty free lunch. The member must arrive on site no less than fifteen (15) minutes prior to the member’s first scheduled assignment and remain on the site until the conclusion of the seven (7) hour work day is completed, including teachers with an assignment that includes first and last period prep periods. When necessary, teachers are further

expected to remain a sufficient amount of time to take care of student needs, attend parent or administrative conferences or meeting and participate in additional and/or other assigned or voluntary duties.

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

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

The scheduled days will be broken to the following:

1. First Wednesday of the month will be schedule by site principle/district for professional development.
 2. Second Wednesday of the month will be schedule grade team collaboration-assessments data review.
 3. Third Wednesday of the month will be schedule for site principle/district for professional development.
 4. Fourth Wednesday of the month will be schedule for teacher discretion. (must remain on campus for contractual hours)
- D. It is anticipated that teachers with assigned after school duties involving the supervision of students such as coaching of athletics or other such duties may be granted an early release to begin those responsibilities. Such early releases are to be scheduled and publicized by the unit member for the convenience of students and parents. Although the parties agree that the principal's authorization or denial thereof, shall not be grievable, complaints of specious denial may be submitted to the Superintendent.
 - E. The Board may also require that teachers perform additional duties. Such duties may include, but are not limited to, planning, selecting and preparing materials for instruction; evaluating work of pupils; conferring with parents; keeping records and studying current literature to keep abreast of developments within the subject matter taught by the teacher. Assigned or voluntary duties shall include supervising pupils; supervising and providing leadership in pupil organizations and activities, participating in parent, community and open-house activities; attending a reasonable number of faculty meetings, serving on District-approved staff development programs; and serving on committees, providing advice and service to the District. In making such assigned or voluntary duty assignments, the Board agrees to seek volunteers, when feasible, to attempt to insure that such duties are shared equitably among the bargaining unit, and to provide as much advance scheduling and notice as possible. No teacher shall be required to collect cash or handle cash.
 - F. Every teacher shall be entitled to an uninterrupted duty-free lunch period each day of at least thirty minutes.
 - G. All teachers working at the same location will be treated alike insofar, as is compatible with operational requirements in regard to all aspects of the teacher work day.
 - H. Utilization of bargaining unit members as substitutes shall be distributed as equitably as possible among bargaining unit members, and the Board agrees that it shall endeavor to avoid such utilization.
 - I. All teachers shall receive daily preparation time of no less than the standard academic period of the schedule day. Preparation time for Elementary teachers will begin immediately after the last class period of the day unless provided during the school day. Preparation time will be 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 thirteen (13) students may be added to one classroom.*
- L. In the event that a substitute is unavailable for the high school, each full-time unit member, with the exception of counselors, shall have at least one (1) preparation period every day which is duty free and equivalent in length to that of a regular teaching period for the scheduled day. Only during a unit member's preparation period, may they be asked to volunteer to cover the class of another unit member. They shall not be required to substitute for any other unit member who may be absent, except for a bona fide emergency, such as a unit member's sudden illness during a class. Unit members may choose to either receive pay or accumulate compensatory time.
 - 1. Pay for Unit Members will be the hourly wage (Step and Range divided by 184, divided by the 7 hour day) for every period/hour they are required to substitute during their preparation period..
 - a. Unit members who have more than six days/36 hours of compensatory time at the end of a school year shall be paid their hourly rate for each day/hour of compensatory time above the six days/36 hours.
 - 2. Compensatory time accrues one hour for each period/hour the Unit Member substitutes.
 - a. Each period/hour of accumulated substitutions can be used as one hour of leave without regard to reason, subject to prior notice and scheduling approval of the site principal. Three periods/hours of compensatory time equates to ½ day of leave and six periods/hour of compensatory times equates to a full day of leave.
 - b. Compensatory days may accumulate from year to year, however, no more than six total days (36) hours of compensatory time may be carried over from year to year.
 - c. No more than five (5) compensatory days may be used consecutively.
 - d. Earned compensatory time may be used in one-half (½) day increments with prior notice and scheduling approval of the site principal. Scheduling decision by the site principal shall only be based upon reasonable consideration of the availability of coverage, or special circumstances, such as staff development days or accreditation activities that require the presence of the unit member.
 - e. Teachers shall earn two compensatory periods or be paid two hours if they teach more than one classroom of students with at least 20 total students from each classroom. In no case shall a teacher cover more than two classes and/or teach more than 30 students.

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: