

## BIGGS UNIFIED SCHOOL DISTRICT Settlement Offer to BUTA

November 14, 2014

### SALARY

1. 4% increase to the salary schedule 2014-2015 retroactive to July 1, 2014 for BUTA member's currently employed at the time of ratification.
2. 3% increase to the salary schedule effective July 1, 2015.

### ARTICLE VI SALARIES

#### 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 range 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. Proposed Salary schedule effective for 14/15 and 15/16 attached as Appendix A.

## **ARTICLE VII FRINGE BENEFITS**

A. Medical, Dental and Vision Insurance

1. Effective July 1, 2014 the District shall contribute an annual maximum of \$11,130.00 for each full time unit member to be applied toward the premium costs 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 remaining 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-rate 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 X EMPLOYEE REASSIGNMENT AND TRANSFER**

### **A. DEFINITIONS**

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) days' 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 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 XII WORK DAY**

- 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 (7 1/2) 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 meetings and participate in additional and/or other assigned or voluntary duties.
 

For example: If the student day begins at 8:15 am, the teacher workday will be from 8:00 a.m. until 3:30 pm.
- 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 this Article, the District will schedule early release days that will be used for the purpose of articulation, collaboration, assessments, professional development. The schedule of days will remain as scheduled for the 2014-2015 school year unless both parties agree to those date change. 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.
  2. The District shall consider input from unit members prior to determining activities for early release days.
  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 fifty three (53) minutes. Preparation time for Elementary teachers will begin immediately after the last class period of the day unless provide during the school day.
- 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- 8<sup>th</sup> grade class, members that absorb students from that class shall be paid one-hour at the hourly wage set forth in Appendix "B".

#### **ARTICLE XXV TERM**

This agreement shall remain in full force and effect from July 1, 2014 up to and including June 30, 2016. For 2016-2017, the District and BUTA agree to meet and negotiate one additional item each submitted from BUTA and the District in addition to compensation, as specified in Article VI. D.



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

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Patty Jones, BUTA Representative	Date	Doug Kaelin, Superintendent	Date
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Danelle Holt, BUTA Representative	Date	Pamela Regan, Financial Office	Date
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Dave Niemeyer, BUTA Representative	Date	Terry Lattemore, Board President	Date
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**BUSD 3rd Counter Proposal to BUTA November 14, 2014  
BIGGS UNIFIED SCHOOL DISTRICT  
CERTIFICATED SALARY SCHEDULE  
2014/2015**

**DRAFT B = 4 % 14/15 Effective upon ratification**

STEP	RANGE I BA + 30	RANGE II BA + 45	RANGE III BA + 60 or MASTERS	RANGE IV BA + 75 OR MA + 15	STEP
1	\$37,485	\$38,516	\$39,575	\$40,663	1
2	\$38,516	\$39,575	\$40,663	\$41,781	2
3	\$39,575	\$40,663	\$41,781	\$42,930	3
4	\$40,663	\$41,781	\$42,930	\$44,111	4
5	\$41,781	\$42,930	\$44,111	\$45,324	5
6	\$42,930	\$44,111	\$45,324	\$46,570	6
7	\$44,111	\$45,324	\$46,570	\$47,851	7
8	\$45,324	\$46,570	\$47,851	\$49,167	8
9		\$47,851	\$49,167	\$50,519	9
10		\$49,287	\$50,642	\$52,035	10
11			\$52,161	\$53,596	11
12			\$53,726	\$55,204	12
13			\$55,338	\$56,860	13
14			\$56,998	\$58,565	14
15			\$58,708	\$60,322	15
16			\$60,469	\$62,132	16
17				\$63,996	17
18				\$65,916	18
19				\$67,893	19
20				\$69,930	20
				\$72,727	22

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

DRAFT

**BUSD 3rd Counter Proposal to BUTA November 14, 2014  
BIGGS UNIFIED SCHOOL DISTRICT  
CERTIFICATED SALARY SCHEDULE  
2015/2016**

**DRAFT B 3% 15/16 Effective July 1, 2015**

STEP	RANGE I BA + 30	RANGE II BA + 45	RANGE III BA + 60 or MASTERS	RANGE IV BA + 75 OR MA + 15	STEP
1	\$38,609	\$39,671	\$40,762	\$41,883	1
2	\$39,671	\$40,762	\$41,883	\$43,035	2
3	\$40,762	\$41,883	\$43,035	\$44,218	3
4	\$41,883	\$43,035	\$44,218	\$45,434	4
5	\$43,035	\$44,218	\$45,434	\$46,684	5
6	\$44,218	\$45,434	\$46,684	\$47,967	6
7	\$45,434	\$46,684	\$47,967	\$49,287	7
8	\$46,684	\$47,967	\$49,287	\$50,642	8
9		\$49,287	\$50,642	\$52,035	9
10		\$50,765	\$52,161	\$53,596	10
11			\$53,726	\$55,204	11
12			\$55,338	\$56,860	12
13			\$56,998	\$58,565	13
14			\$58,708	\$60,322	14
15			\$60,469	\$62,132	15
16			\$62,283	\$63,996	16
17				\$65,916	17
18				\$67,893	18
19				\$69,930	19
20				\$72,028	20
				\$74,909	22

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

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