

BIGGS UNIFIED SCHOOL DISTRICT

April 16, 2014

9:00 a.m.

District Counter Offer #1

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

TERM and REOPENERS

This agreement will close negotiations for the 2013-2014. The term of the agreement will be through June 30, 2015. Reopeners for the 2014-2015 shall be limited to compensations, as set forth in Article VI (D) and one additional item from each party.

SALARY

ARTICLE VI - SALARIES

D. Salary schedule attached as Appendix A will be amended to add a Step 22. Step 22 will represent a 3% increase over Step 20. Sample Salary Schedule is attached hereto.

All full time certificated employees covered by this Agreement not eligible for advancement to Step 22 shall receive a one-time payment of \$1500. Part time employees shall receive a pro-rated amount.

ARTICLE VIII GRIEVANCE PROCEDURE

B. DEFINITIONS

1. A "grievance" is an allegation by an employee that there has been or will be a violation of this ~~employment Agreement.~~ 2) Board policy and/or administrative regulations; (3) the law. All other complaints are handled in accordance with board policy or relevant 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.~~

I. STEP 4 – ARBITRATION

6. ~~The cost of arbitration shall be borne by the District as a mandated cost. An annual review of mandated costs will be conducted by the Financial Officer and the cost of arbitration adjusted accordingly.~~ All cost for the services of the arbitrator, including, but not limited to, per diem expenses, his/her 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 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. 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 Association and the site Principal will negotiate and recommend to the Superintendent a calendar of shortened days. ~~At the Middle/Elementary school the shortened days will be limited to use for purposes of preparation for parent conferencing, parent conferencing and year end professional responsibilities. At the high school shortened days will be limited to use for purposes of year end professional responsibilities and STAR testing. When minimum days are used for STAR testing, the time not spent testing students must be made available to teachers to use for matters of professional and personal importance to them.~~ If an agreement is not reached by May 1 of the preceding school year the calendar of minimum days will remain the same as the preceding year unless both parties agree to continue negotiating.

C. 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) hours, exclusive of a 30 consecutive minute's 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.

~~Generally, however, teachers are expected to be at school twenty (20) minutes prior to the commencement of classes and remain on duty until twenty (20) minutes after the final class at site of teacher's assignment, except as provided below.~~ 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.

- D. Earlier release than is provided herein shall be coordinated and authorized by the principal. 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 drivable, 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.
- J. Junior and senior high school teachers shall receive a daily preparation period equal to a normal class period. Elementary teachers will receive an uninterrupted 50 minute prep period which shall begin immediately after the last class period of the day.
- K. 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 ~~\$25-~~ for every period/hour they are required to substitute. Voluntary substitutions for another teacher for personal business with principal approval shall not be compensated.