

COLLECTIVE BARGAINING AGREEMENT

Between

BUTTE COUNTY SUPERINTENDENT OF SCHOOLS

and its

BUTTE COUNTY TEACHERS ASSOCIATION; CTA/NEA

SIGNED AND DATED AS FOLLOWS:

BUTTE COUNTY SUPERINTENDENT OF SCHOOLS

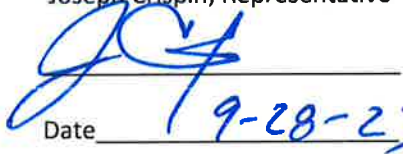
Mary Sakuma, Superintendent



Date 10/3/2023

BUTTE COUNTY TEACHERS ASSOCIATION; CTA/NEA

Joseph Crispin, Representative



Date 9-28-23

for BCTA; CTA/NEA NEGOTIATING COMMITTEE

Joseph Crispin

James Hayton

Cathie Matzinger

Dori Wall

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ARTICLE 1

AGREEMENT

The Butte County Superintendent of Schools (hereinafter referred to as Superintendent) and the Butte County Teachers Association; CTA/NEA (hereinafter referred to as BCTA) enter into this Agreement pursuant to provisions of the California Government Code, Chapter 10.7, Section 3540-3549.3. This Agreement is a living document subject to continuous amendment upon consent of both parties. Automatic reopening for the purpose of salary and fringe benefit negotiations shall take place each year. Under the WIN/WIN concept, this Agreement is open for negotiation any time by either party.

ARTICLE 2

RECOGNITION/PROFESSIONAL DUES

The Superintendent recognizes the BCTA as the exclusive representative of the full-time, part-time, probationary, temporary, permanent and substitute [initially contracted 75% of a school year] and Child Development certificated personnel.

Excluded from recognition are those classifications designated as management, psychologists, confidential and substitutes who are employed less than 75% of a school year.

Organizational Security

- A. Any member of the bargaining unit who is a member of BCTA or who has applied for BCTA membership, may sign and deliver to the Superintendent an assignment form authorizing deduction of unified membership dues and initiation fees. If elected, such authorization for payroll deductions for payment of membership dues shall continue in effect until revoked in writing by the employee.
- B. Pursuant to such authorization, the Superintendent shall deduct from the pay of BCTA members and pay to BCTA the normal and regular monthly BCTA membership dues and initiation fees, if any, as voluntarily authorized in writing by the employee on a form approved by the Superintendent for this purpose, subject to the following conditions:
 1. Such deductions shall be made only upon submission of the Superintendent form to the designated representative of the Superintendent duly completed and executed by the employee and BCTA.
 2. The Superintendent shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period commencing fifteen (15) workdays or more after such submission.
- C. Deductions for members of BCTA who signed such authorizations after the beginning of the school year shall be prorated in such manner that the employee will pay membership dues only in proportion to the number of school months during the school year in which they are a member of BCTA. Any fraction of a month of membership shall be counted as a full month.
- D. The Superintendent shall not deduct monies specifically earmarked for ABC, PAC or other political activities unless such deduction is affirmatively, separately and specifically authorized in writing by the unit member.
- E. BCTA shall indemnify and hold the Superintendent harmless from any and all claims, demands, lawsuits, legal fees, or other action or costs arising from any provision contained in the Article. The Superintendent agrees to notify BCTA within thirty (30) workdays after receipt of any written claims, demands, or lawsuits arising out of or from the provisions of this Article. Upon written request in a timely manner from BCTA, the Superintendent will consult with BCTA about the defense of any written claims, demands, or lawsuits. If a settlement offer is made by anyone filing a claim, demand or lawsuit, and BCTA requests in writing that the Superintendent accept

the settlement offer, the Superintendent shall accept the settlement offer if it does not adversely affect the Superintendent within the discretion of the Board of Education.

- F. With respect to all membership dues, where the amount is not in dispute, which are deducted by the by the Superintendent pursuant to voluntary authorization forms, the Superintendent agrees to remit such monies to BCTA promptly. By October 15 and March 15, the Superintendent shall provide to BCTA a list of employees for whom membership dues are deducted.

ARTICLE 3

NON-DISCRIMINATION

The parties agree not to unlawfully discriminate against any unit member on the basis of race, color, creed, national origin, age, sex, political affiliation, religion, marital status or, membership in any unit member organization.

ARTICLE 4

MAINTENANCE OF STANDARDS

The Superintendent or designee shall not reduce or eliminate any benefits or professional advantages which were enjoyed by unit members as of the effective date of this Agreement and enumerated herein unless otherwise provided by the express terms of the Agreement.

ARTICLE 5

SAVINGS

If any provision of the Agreement or any application thereof to any unit member is held by a court of competent jurisdiction 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 application shall continue in full force and effect. The parties shall meet no later than ten (10) days after such court decisions to renegotiate the provision(s) affected.

ARTICLE 6

DEFINITIONS

- A. **Employer**: Superintendent or designated representative.
- B. **Unit Member**: Individuals represented by BCTA and as identified in Article II Recognition.
- C. **Immediate Family**: Mother, father, grandmother, grandfather, or a grandchild of the unit member or spouse or registered domestic partner, and the spouse or registered domestic partner, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, of the unit member, or any relative living in the immediate household of the unit member.
- D. **Management Employee**: Any employee in a position having significant responsibilities for formulating or administering programs and designated management by the employer.

ARTICLE 7

NEGOTIATION PROCEDURES

The parties shall negotiate in good faith using WIN/WIN interest bargaining procedures with any agreements contingent upon ratification by unit members and the Superintendent. BCTA and the Superintendent shall periodically provide WIN/WIN interest bargaining inservice for negotiation

team members.

The employer shall, upon written request, furnish BCTA with any non-confidential information that the employer may have that is pertinent to negotiations or the processing of grievances. Either party may utilize whomever they desire to serve as consultants or representatives during negotiations, provided these persons are empowered to negotiate in good faith. This Article is not subject to the provisions of Article 8.

ARTICLE 8

GRIEVANCE PROCEDURE

Definitions:

- A. Grievance: A claim by BCTA or by one or more unit members that there has been a violation, misinterpretation or misapplication of a provision of this agreement.
- B. Grievant: A unit member as identified in Article 2, Recognition/Professional Dues, of this Agreement and/or the BCTA president or designee.
- C. Immediate Supervisor: The lowest administrator having jurisdiction over the grievant.
- D. Party of Interest: Any person(s) who might be required to take action or against whom action might be taken in order to resolve the claim.
- E. Part-time: Defined as at least half the hours of a full-time assignment.

Special Conditions:

- A. BCTA, either on its own behalf or on behalf of any affected unit member, may initiate a grievance which may affect more than one unit member.
- B. The Superintendent shall, upon request, furnish the grievant and/or BCTA with any and all non confidential information the employer may have that is pertinent to the processing of the grievance. The grievant shall also have access to any and all documents relating to and compiled during processing of the particular grievance.
- C. BCTA shall be immediately notified of any grievance that is filed and reserves the right to have a representative to state the views of BCTA at all levels of the grievance. BCTA also reserves the right to determine which grievance goes to arbitration.
- D. The filing of a grievance shall not be construed as reflecting unfavorably upon the grievant's good standing, performance or loyalty. No reprisals shall be taken against a unit member signing a grievance, or against any other participant in the grievance procedure by reason of such participation.
- E. The filing of a grievance shall not excuse a unit member from complying with a management direction.

Procedure:

Informal Level: Whenever possible, providing that any grievance adjustment is not inconsistent with the terms of this Agreement, the grievant and the immediate supervisor may meet informally and negotiate a mutually satisfactory resolution of the grievance.

Formal Level I: Within ten (10) days after the occurrence of an omission or infraction of this Agreement giving rise to the grievance, the grievant shall present to the immediate supervisor a clear, concise written statement defining the omission/infraction, the circumstances involved, and the specific remedy sought.

The immediate supervisor shall communicate a decision/resolution to the grievant in writing within ten (10) days of receiving the grievance. If no written decision/resolution has been rendered within the time limit specified, or if the grievant is not satisfied with disposition of the grievance by the supervisor, the grievant, within ten (10) days, may appeal and/or request BCTA to appeal said grievance to Level II.

Formal Level II: A statement of appeal Level I, including a copy of the original grievance, the decision/resolution rendered (if any), and a clear, concise statement of the reasons for the appeal will be presented to the Associate Superintendent of the department regarding the grievance.

The Associate Superintendent shall communicate a decision/resolution to the grievant and BCTA in writing within ten (10) days. If the Associate Superintendent does not respond within the time limits provided, or if the grievant is not satisfied with the decision/resolution at level II, the grievant may, within ten (10) days, submit in writing and/or request BCTA to submit a request to the Superintendent for an appeal at Level III.

Formal Level III: A statement which shall include a copy of the appeal to Level II, a copy of the original grievance, decisions/resolutions rendered (if any) and a clear, concise statement of the reasons for the appeal will be presented to the Superintendent for a recommended decision/resolution of the grievance.

The Superintendent shall communicate a decision/resolution to the grievant in writing within ten (10) days. If the Superintendent does not respond within the time limits provided, or if the grievant is not satisfied with the decision at Level III, the grievant may, within ten (10) days, request that the grievance be presented for arbitration by BCTA at Level IV.

Formal Level IV: If the aggrieved is not satisfied with the decision rendered by the Superintendent, Level III, they may request that BCTA submit the grievance to mediation which must be mutually agreed to by BCTA and the Superintendent. Within ten (10) duty days after receipt of the Level III decision, BCTA may request that a mediator from the California State Conciliation Service meet with BCTA and the Superintendent or designee to attempt to settle the grievance. If the grievance is not resolved as a result of mediation, BCTA at the request of the grievant, may appeal the grievance to arbitration (Formal Level V).

Formal Level V: The grievant and the employer, having decided on arbitration, shall attempt to agree upon an arbitrator. Should they be unable to do so, a request shall be made to the State Conciliation Service to supply a panel of five (5) persons experienced in hearing public school employee grievances. Each party shall alternately strike a name from the panel list until only one name remains. The remaining panel member shall be the arbitrator.

The arbitrator shall proceed under the Expedited Labor Arbitration Rules of the American Arbitration Association. The arbitrator's decision shall be in written form and will set forth findings of fact, reasoning and conclusions on the issue(s) submitted. The arbitrator will be without power or authority to make any decisions which require the commission of an act prohibited by law or to add to, subtract from, or modify the terms of this Agreement or the written policies, rules, regulations

and procedures of the employer.

The total fees and expenses of the arbitrator, not to exceed \$10,000 shall be borne equally by the employer and BCTA. All other expenses shall be borne by the party incurring them.

After hearing the evidence, and after both parties have had an opportunity to make written arguments, the arbitrator shall submit a proposed decision/resolution in writing and those decisions shall be advisory for all parties.

ARTICLE 9

DUTY HOURS, DUTY DAY, WORK YEAR

A. **Duty Day and Hours:**

1. The normal working day shall be a 7.5-hour day with a thirty (30) minute duty-free (unpaid) lunch period. The maximum student contact hours will be 6 hours.
 - a. Unit members identified as Child Development certificated employees will have a normal working day of 8 hours with a thirty (30) minute duty-free (unpaid) lunch period.
2. The normal seven and one-half (7.5) hour work day of the Mini-Corps College Coordinator will include a thirty (30) minute duty-free (unpaid) lunch period.
3. The normal working day for unit members identified as Occupational Therapists shall be an 8-hour day which will include a thirty (30) minute duty free lunch (unpaid) period. The maximum student contact hours will be 7 hours.
4. The normal working day for unit members identified as Mental Health Clinicians shall be a 7.5-hour day which will include a thirty (30) minute duty free lunch (unpaid) period. The maximum student contact hours will be 7 hours.

B. **Assignments:**

1. Mini-Corps College Coordinator
 - a. Each Mini-Corps College Coordinator is expected to work ten (10) hours per semester in extra duty assignments as approved by their immediate supervisor.
2. Student Programs and Educational Support and Mental Health Clinicians:
 - a. The following tasks are to be completed at the discretion of the individual teacher as part of their regular work time and professional responsibilities:
 - 1) Completing classroom preparation, including but not limited to daily and long-range instructional planning, instructional materials selection and preparation, etc.
 - 2) Keeping of student reports and records on attendance, behavior, grades, performance, tests, citizenship and other student reports and records.
 - 3) Maintaining a proper and professional classroom environment.
 - 4) Completing any further activities necessary to accomplish the teacher's professional responsibilities.
 - b. The immediate supervisor may schedule up to 5 hours per calendar month of each unit member's time in addition to the regular work time, which may be used for:
 - Faculty meetings
 - Professional growth/training activities, excluding paid staff development days
 - Parent conferences
 - Administrative meetings
 - Sponsorship of pupil clubs as directed and approved by the immediate supervisor
 - IEP meetings

- Student Study Team meetings
- Promotion and Retention Conferences
- Other assigned committee work

- 1) Unit member duties, which are assigned by the immediate supervisor, listed in section b. above and which exceed 5 hours per calendar month shall be compensated for at the member's hourly rate of pay upon submission of a time sheet.
- 2) Exception to the above pay arrangement includes release time from a teaching work day or a non-work day for conferences and workshops, regardless of the length, and any work voluntarily performed without written agreement.

C. **Work Year:**

1. The normal work year (July 1 – June 30) shall be one hundred eighty-three (183) days as determined by job assignment or immediate supervisor for the following positions:
 - All Teachers unless otherwise specified
 - Speech & Language Specialist, Mental Health Clinician
 - Occupational Therapist
 - Assistive Technology Consultant
 - Migrant Education Advisor Program Coordinator
 - Mini-Corps College Coordinators - Included in this work year will be several statewide meetings. The time allocations (workdays) for these meetings shall be determined by the Associate Superintendent.
 - School Nurse
 - Early Start Teachers
 - Early Start Occupational Therapists
 - Early Start Speech Specialists
2. The work year for Child Development Associate Teacher shall be 181 days.
3. The work year for Child Development Teacher shall be 186 days.
4. The work year for Child Development Site Supervisors shall be 188 days.
5. The work year for Instructional Program Specialists shall be two hundred ten (210) days, 45 days to be worked during June, July, and August.
6. The work year for all Child Development positions assigned to the Early Care and Education Program will be two hundred twenty-five (225) days.
7. The work year schedule for the ensuing work year, if different (other than minor calendar changes from the current work year), shall elapse between the end of one work year and the beginning of another work year. The 60-day notification and 60-day break between work years may be mutually changed.
8. Unit members with no assigned calendar shall submit a proposed work calendar to their immediate supervisor for approval no later than May 15th for the ensuing work year.
9. Mini-Corps managers will provide a copy of the BCOE school calendar to the Coordinators for the following year by May 1. Mini-Corps College Coordinators shall submit, no later than

May 15th, a proposed work calendar for the ensuing work year. This work schedule shall be approved by the Director of Mini-Corps or designee at his/her sole discretion prior to implementation.

D. Class Size:

Each Mini-Corps College Coordinator shall within six (6) weeks of the start of each semester have and maintain for that semester the minimum enrollment of Mini-Corps tutors, as established by the program grant contract. The maximum class size shall be thirty (30).

ARTICLE 10

INSERVICE/CONFERENCE PROVISIONS

- A. Unit members shall be entitled to in service/workshop/conference attendance upon approval by management.
- B. Expenses will be reimbursed in accordance with the Superintendent's Policies and Administrative Regulations.

Staff Development Days:

- A. Student Programs and Educational Support certificated staff previously eligible for staff development buyback will be provided staff development as follows:
 - 1. One staff development day is defined as completion of seven (7) hours of subject content.
 - 2. Student Programs and Educational Support will schedule staff development days and/or modules addressing topics including, instructional methods, teaching strategies, classroom management, academic content in the core curriculum areas, assessment and other training designed to improve pupil performance.
 - 3. The Associate Superintendent of Student Programs and Educational Support or designee will designate one (1) mandatory staff development day.
 - 4. Staff will be notified prior to the start of the school year of the mandatory staff development schedule.
 - 5. Compensation shall be 100% of the daily rate paid by Butte County Office of Education.
 - 6. Payment will be paid on the variable payroll after completion of a seven (7) hours or modules equaling seven (7) hours of management approved staff development based on time sheet submission.
 - 7. Fourteen (14) hours of optional staff development will be voluntary.
 - 8. The funds available for staff development in excess of the block grant allocation to be paid by the unit's MAA dollars will be an amount not to exceed \$13,000 per year for five (5) years beginning with the 2006-2007 school year starting July 1, 2006 and ending with the 2010-2011 school year ending June 30, 2011.

ARTICLE 11

EVALUATION PROCEDURES

- A. **Frequency of Evaluation:** Probationary unit members shall be evaluated at least once each year.

Unit members shall be evaluated at least once every two (2) years.

- B. **Evaluator:** The evaluator shall be the unit member's immediate supervisor and/or any other management employee with knowledge of the unit member and the program. A unit member shall be notified of who the evaluator/evaluators will be by October 15.
- C. **Orientation:** Evaluator/Evaluators shall, by October 15, hold one or more unit member and/or staff meetings to review the procedures for setting standards and techniques for assessment, and to review the evaluation calendar (time lines) for the year. All statements on the evaluation shall be related to the performance of assigned tasks. Evaluations shall take place according to the time lines established in Education Code 44663.

ARTICLE 12

TRANSFERS

- A. **Definitions:**
 - 1. **Transfer:** A transfer is defined as the movement of a unit member from one work assignment to another work assignment or a move from one location to another.
 - 2. **Newly Created Position:** A specific certificated position that has not previously existed in the Butte County Office of Education.
 - 3. **Open Assignment:** An existing, unstaffed certificated position.
- B. **Authority:** A transfer may be unit member-initiated (voluntary) or department-initiated (involuntary).
- C. **Voluntary:** Requests may be submitted for a voluntary transfer to take effect during the school year or at the beginning of the next school year.
- D. **Notification:** Unit members shall be notified of open assignments by a weekly email from Human Resources that includes a link to Edjoin which includes a listing of all open positions. Requests for a transfer to a specified or an unspecified location may be submitted at any time during the year.
- E. **Procedure:** Unit members who wish to transfer shall submit a written request to the immediate supervisor, the department administrator, and the Human Resources Department stating the specific assignment and location preferred.

In filling vacancies, consideration shall be given to unit members voluntarily requesting transfers, and no assignments shall be made until all transfer requests have been considered.

In the event more than one unit member applies for the same vacancy, consideration shall be given to qualifications and length of service.

Each transfer applicant who has submitted a request shall normally be notified of the status of the application within fifteen (15) days, but no less than ten (10) days before the effective date of transfer.

- F. **Involuntary:** Procedures for involuntary transfer shall be as follows:
 - 1. The unit member to be transferred and the immediate supervisor will first have a conference regarding the transfer.
 - 2. After the conference between the unit member and the immediate supervisor, the unit member shall be notified within five (5) working days in writing as to the reasons for the transfer, and given an opportunity to object.
 - 3. Should the unit member object to the transfer after the conference, the Superintendent shall have the discretion to implement the transfer. The unit member may initiate the complaint

procedure (SP 4144, SP 4244, SP 4344).

- G. Any letters provided to unit members regarding transfers will become a permanent record to be placed in the unit member's personnel file.
- H. **Transfer of Certificated Staff to Districts** (Reorganization of Special Education Programs)
When an instructional unit is given back to the district (E.C. §44903.7), employee transfers will be conducted pursuant to the Program Transfer Policy adopted by the Butte County SELPA and attached to this agreement as APPENDIX C.

ARTICLE 13

LEAVE OF ABSENCE BENEFITS

A. **ILLNESS/MEDICAL LEAVE:**

1. **Definition:**

Sick leave is a leave of absence granted to a unit member because of personal illness or injury.

2. **Length of Leave:**

- a. In any fiscal year a regular unit member shall be entitled to paid sick leave at the rate of one day, or ratio thereof, for each month of paid regular service on an unlimited accumulated basis.
- b. The employer shall provide the total accumulated days of leave through the financial system portal accessible by the employee and on the employee's monthly paystub.
- c. A regular employee working from 19 to 40 days during the extended year or summer school session will earn 1 additional day of sick leave.

3. **Special Conditions:**

- a. Sick Leave for the current fiscal year need not be accrued prior to taking such leave by the unit member. Such leave may be taken at any time during the current fiscal year provided such leave does not exceed the accrued sick leave benefit entitlement.
- b. A physician's verification of illness and fitness for duty may be required prior to return to duty.
- c. If a unit member resigns, retires or is terminated and has used more sick leave than was earned, the amount of pay for days used but not earned shall be deducted from the final warrant of the unit member.
- d. Unpaid sick leave shall not count as service toward acquiring permanency.
- e. Sick leave accrual for extra work for extra pay will be credited to a member's earnings at the end of each school year, but total earnings may not exceed twelve (12) days per school year.

4. **Compensation:**

- a. When a unit member is absent from duty because of illness or injury, whether or not the absence arises out of or in the course of employment, said member is paid:
 - 1) Full salary for that period of absence covered by current and accumulated sick leave.
 - 2) The difference between the unit member's salary and that of the substitute, providing the substitute's pay is lower for 100 days after current and accumulated sick leave has been expended.
- b. When a unit member has exhausted all entitlement to paid sick leave and absent for 100 days and the unit member is still unable to return to work, member may be granted a leave of absence without pay by the Superintendent for a period not to exceed six (6) months. The superintendent may renew the personal leave for two additional six-month

periods, or such lesser leave periods that it may provide, but not to exceed a total of 18 months.

- 1) If at the conclusion of all paid or unpaid leave the unit member is still unable to return to regular assignment, the member shall be placed on the 39 month rehire list or a leave without pay if requested and approved by the Superintendent.

B. BEREAVEMENT LEAVE:

1. Unit members shall be granted bereavement leave up to a maximum of five (5) days for the death of a member of the immediate family (refer to Article 6).
2. Unit members shall be granted bereavement leave of one (1) day to attend the funeral of an aunt, uncle, niece or nephew of the unit member or the spouse or registered domestic partner of the unit member.

C. JURY DUTY LEAVE:

1. Definition: A judicial duty leave is a leave granted to a unit member to serve as juror or answer subpoena as a witness in major criminal or civil proceedings when an official notification requiring such duty has been received.
2. Length of Leave: Leave shall be granted for the period of time directed by the court. A court attendance report shall be submitted at the end of each calendar month.
3. Compensation: A unit member shall receive regular salary while on judicial leave. Any jury duty or witness fees received by the unit member shall be endorsed and remitted to the Superintendent: mileage reimbursement excluded.
4. Selection Status: Unit members shall notify their immediate supervisor at the earliest possible convenience by phone of their jury selection status. Upon completion of their jury duty assignment, employees will return to work the following workday.

D. PERSONAL NECESSITY LEAVE: A maximum of ten (10) days of earned illness/injury leave may be used each fiscal year for the following reasons:

1. Death of a member of the unit member's immediate family when additional bereavement leave is required.
2. Unit members shall be granted bereavement leave of one (1) day to attend the funeral of an aunt, uncle, niece or nephew of the unit member or the spouse or registered domestic partner of the unit member.
3. Accident involving the unit member or unit member's property, or the person or property of a member of the immediate family.
4. Appearance in court or before any administrative tribunal as a litigant, party, or witness under subpoena, or any other made with jurisdiction.
5. Illness in the immediate family which requires the presence of the unit member.
6. Personal emergency of unit member or the unit member's immediate family. Personal emergency is defined as an event or circumstance of a serious nature which is beyond control and which necessitates absence from duty.
7. Child rearing or adoption.

E. Personal compelling reasons. Four (4) of the maximum of ten (10) days may be granted with only "personal compelling" identified as the reason.

F. MATERNITY LEAVE: The Superintendent shall provide for leave of absence from duty for a unit member who is required to be absent from duties because of pregnancy, miscarriage, childbirth, and recovery therefrom, or illness of the infant. The length of the leave of absence, which may begin prior to delivery, including the date on which the leave shall commence and the date on which the unit member shall resume duties, shall be recommended by the unit member and the unit member's physician and approved by the Superintendent.

Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, recovery therefrom, or illness of the infant, are for all employment purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment under the conditions of Illness/medical and Extended Leave provisions. If a unit member has gone into nonpaid maternity leave prior to the advent of physical disability, unit member cannot subsequently claim illness leave when disability occurs.

Procedures for Maternity Leave:

1. Written notification of pregnancy and approximate due date shall be given the department administrator within the first four (4) months of pregnancy.
2. Application for maternity leave shall be submitted to the department administrator by the seventh (7th) month of pregnancy. The application shall include:
 - a. An absence report.
 - b. A physician's statement of Maternity Leave Verification.
3. In the event the unit member and the physician determine the medical need to extend maternity leave beyond the date originally certified by the physician, an Extended Maternity Leave Medical Verification must be submitted. This request shall be submitted prior to the end of the recovery period.

Return Rights for Maternity Leave:

1. **Employer Rights:** The unit member shall return to duty as soon as a physician submits a written release stating ability to resume duties.
2. **Unit Member Rights:** The unit member shall return to the same job assignment if the leave ends within the time designated by the physician in the first Medical Verification. A different assignment may be made if agreed to by the unit member and the employer. Following a maternity leave which extends beyond the total of three (3) months, whenever practical and agreeable to the employer and the unit member, the member will return to the same job assignment.

- G. **CHILD CARE LEAVE:** A unit member shall be entitled to child care leave without pay for children under the age of thirty-six (36) months or within thirty-six (36) months after adoption. The Superintendent may grant child care leave for any reason and upon any condition.

Conditions for granting child care leave:

1. A child care leave shall be granted upon agreement between the Superintendent and unit member based on availability of replacement and protection of program quality.
2. In the event a child care leave is not granted, the unit member may request high priority consideration for the following school year.
3. A unit member applying for a child care leave shall be eligible for said leave by having been employed for two (2) consecutive school years of service immediately preceding the date the leave is to commence. Said service shall have been satisfactory as determined by the unit member's evaluation.
4. In order to maintain continuity of the program, the unit member agrees to one of the following:
 - a. Leave for an entire school year (i.e., September through June).
 - b. Leave for the remainder of a school year only.
 - c. Leave for the remainder of the school year (one month or less) plus leave for the following one-half (1/2) or entire school year.
 - d. Leave for one-half (1/2) year only.
5. Application for child care leave shall be made two (2) months prior to expected delivery, or in the case of an adoption application shall be made at the time of receipt of notification of final status prior to acquiring a child. Child care leave shall not be granted more frequently

than once every three (3) years.

6. Health program benefits may be maintained at unit member's expense.

H. **LEAVE WITHOUT PAY:** The Superintendent may grant a leave without pay. Such leaves shall not extend beyond the end of the school year. Unit members granted such leaves shall notify the superintendent of availability for assignment for the next school year on or by February 15th of the leave period.

I. **SABBATICAL LEAVE:**

Definition: A permissive leave of absence to provide opportunity to prepare for improved service.

Eligibility: A unit member must have permanency status and must have rendered service to the Superintendent in a position (s) requiring certification for at least seven (7) consecutive years preceding the beginning of the leave.

Conditions: The number of unit members on sabbatical leave during any one semester shall be limited to two (2%) percent of the certificated staff. The granting of such leaves shall be governed by a combination of:

1. Relative merits of reasons for desiring the leave.
2. Reasonable distribution of applicants by assignments.
3. Seniority

In the event that more than two (2%) percent of the certificated staff requests sabbatical leaves during a semester, a committee of three (3) shall be appointed by the Superintendent to review the requests and make recommendations. The Superintendent, with the approval of the Board of Education, grants sabbatical leaves.

Application for sabbatical leave must be filed on or before April 15th for the following school year, or on or before September 15th if the leave is for the Spring semester only. The Superintendent and board of Education shall give notice to the applicant within forty-five (45) days after the due date for filing the application whether the request is granted.

The applicant may be required to provide a certificate of health signed by a medical doctor, indicating that the applicant is in satisfactory physical condition to undertake the study or travel proposed.

A sabbatical leave once granted shall not be terminated before the date of expiration, except as otherwise provided herein or as otherwise agreed upon by the Superintendent and Board of Education.

Absence on sabbatical leave shall count as a regular period of service and shall not interrupt the unit member's progress on the salary schedule.

The unit member who has been granted a sabbatical leave and who has complied with all provisions under which such leave was granted shall receive fifty (50%) percent of the regular salary for the period of time for which the leave was granted, computed on a monthly basis. During the period of leave one-half (1/2) of the health program premiums will be paid by the Superintendent, and one-half (1/2) will be paid by the unit member.

Salary during Sabbatical Leave:

1. Payment in two (2) equal annual installments during the first two (2) years following the return from the leave, the first installment to be paid at the end of the first semester of duty following the leave; the second installment to be paid at the end of the third semester following the leave.
2. Payment through regular payroll except the unit member may be required to furnish a

suitable bond indemnifying the Superintendent against loss in the event that the unit member fails to render at least the stipulated post leave service.

J. **MISCELLANEOUS:**

Leaves shall be granted per California Education Code(s), including but not limited to:

1. During the extended year or summer school session, regular employees are able to utilize leave in accordance with the provisions of their bargaining contract during the regular contract year.
2. Military: Unit members who enter the active military service of the United States of America or of the state of California, shall during any period of National or State emergency declared by the President of the United States; Governor of California; during any war in which the United States is engaged, be entitled to be absent from duty.
3. Litigation: The Superintendent may grant leaves of absence for appearance 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 unit member.
4. Legislative: A unit member who is elected to the legislature shall be granted a leave of absence to complete the term of office.

ARTICLE 14

SAFETY CONDITIONS OF EMPLOYMENT

The Superintendent shall provide safe working conditions. A safe place of employment shall include procedures and written material pertaining to emergency/disaster plans, first aid, CPR, and bloodborne pathogens. Adequate facilities in good repair, proper lighting, heating and ventilation shall be provided.

A unit member may recommend a student's exclusion from class because of a contagious or infectious illness. If the student is excluded, a nurse or physician shall approve return of the student to school.

Annual in-service relative to student discipline may be provided.

A unit member may identify students in need of attention. Arrangements shall then be made for a conference consisting of the unit member, immediate supervisor and appropriate specialists to discuss problems concerning the student and to decide appropriate steps for resolution of those problems.

In the event a management employee knows through appropriate written documentation that a student has a communicable disease which may pose a serious threat to the safety of employees, a person(s) designated by the Superintendent shall notify the unit member who has direct supervision over such notification shall keep the identity of the student and information as confidential as possible.

ARTICLE 15

ASSOCIATION PROVISIONS

The Superintendent shall implement the following provisions:

- A. Provide a list of new and current employees and their current addresses to BCTA monthly.
- B. Provide access for BCTA representatives to school buildings provided there is no disruption of educational programs.
- C. The Superintendent shall normally provide BCTA with complete public Board of Education

minutes and agenda at least two (2) working days before regular Board of Education meetings. Upon request, the superintendent may provide release time from teaching duties for one (1) BCTA representative to attend Board of Education meetings.

- D. Release Time for Employee Organization Officers: For negotiations, BCOE will pay for release time for negotiations sessions for up to five members and up to an additional 2 days for businesses associated with negotiations for the president and lead negotiator or a designee in their place.

ARTICLE 16

MISCELLANEOUS PROVISIONS

- A. Student Teaching Programs: Student teachers and/or intern trainees shall be assigned by the mutual consent of the immediate supervisor and of the unit member involved. Student Teaching Program stipends, if offered by the college teacher credential program, shall be issued directly to the cooperating teachers.
- B. Instructional and Volunteer Aides: Instructional and volunteer aides shall be assigned only under the following provisions:
 - 1. The immediate supervisor shall consult with the unit member prior to the placement of an instructional or volunteer aide.
 - 2. A unit member who is supervising instructional or volunteer aides shall participate in the performance evaluation.

ARTICLE 17

EARLY RETIREMENT PROGRAM

- A. A unit member is eligible for the Early Retirement Program when the age of fifty-five (55) is attained, submits a written resignation from employment with the Butte County Office of Education, and meets the following criteria:
 - 1. The unit member was employed prior to July 1, 2003, and has completed the minimum of twelve (12) consecutive years full-time service immediately prior to retirement with Butte County Office of Education; or
 - 2. The unit member was employed after July 1, 2003, and has completed the minimum of ten (10) consecutive years, fifteen (15) consecutive years or twenty (20) consecutive years of full-time service immediately prior to retirement with Butte County Office of Education.
 - 3. A unit member is qualified for and is in the process of receiving retirement benefits under the State Teachers Retirement System and/or the Public Employees Retirement System for the retirement year.
- B. A unit member meeting the preceding criteria and subsequently granted entry into the Early Retirement Program shall receive benefits subject to the following limitations. The premium provided in the last full year of employment shall be the amount provided during participation in the Early Retirement Program, subject to negotiations.
 - 1. Employed prior to July 1, 2003, retiring prior to July 1, 2004, with 12 consecutive years of full-time service immediately prior to retirement with the Butte County Office of Education – The Superintendent shall provide 100% paid medical insurance comparable to existing medical benefits provided to active unit members for the unit member and dependents.
 - 1.1 Employed prior to July 1, 2003, and retiring after June 30, 2004, with 12 consecutive years of full-time service immediately prior to retirement with the Butte County Office of Education, the Superintendent shall provide up to \$758 per month toward the medical premium.

2. Employed after July 1, 2003, with 10 consecutive years of full-time service immediately prior to retirement with the Butte County Office of Education – The Superintendent shall provide up to 50% of the amount specified in B. 4. per month toward the medical premium.
 3. Employed after July 1, 2003, with 15 consecutive years of full-time service immediately prior to retirement with the Butte County Office of Education – the Superintendent shall provide up to 75% of the amount specified in B.4. per month toward the medical premium.
 4. Employed after July 1, 2003, with 20 consecutive years of full-time service immediately prior to retirement with the Butte County Office of Education – the Superintendent shall provide up to \$1000 per month toward the medical premium.
- C. Full-time service for this program is defined as a minimum of 181 contract days.
- D. Coverage under this program shall cease upon attaining “Medicare qualifying age” pursuant to Social Security Administration guidelines. The unit member shall be allowed to enter the group medical insurance program by paying the existing premium rates.
- E. All benefits under the Early Retirement Program shall cease upon the death of the unit member, with the condition that the unit member’s spouse or registered domestic partner shall be eligible to continue in the group medical insurance program for up to seven (7) years following the unit member’s death by paying the existing premium rates.
- F. A unit member who is subsequently employed and/or married or enters into a domestic partnership recognized by the state of California, and receives a comparable or greater health program benefits would become ineligible for benefits of this program.

ARTICLE 18

SALARIES AND BENEFITS

A. **SALARIES:**

1. BCTA is comprised of regular employees of the Butte County Office of Education whose job titles appear on Salary Schedule 4.
2. Initial placement on the salary schedule shall be in accordance with training and experience as defined in the superintendent’s Rule and Regulation 4151 and in this Article.
 - a. Effective February 28, 2020, any newly hired personnel will be credited on a year-for-year basis with a maximum of eleven (11) years verified certificated experience for previous public or private service if such service has been rendered under contract in an accredited system. For experience exceeding eleven (11) years and up to nineteen (19) years, personnel will be credited with one (1) year additional step placement for every two years of experience not to exceed sixteen (16) steps at initial placement.
 - b. Effective February 28, 2020 any newly hired personnel hired to serve in areas identified as “hard-to-recruit” geographical areas, (defined as office locations in Alameda, Los Angeles, Marin, Monterey, Napa, Santa Clara, San Diego, and Sonoma counties) with more than five (5) years of verified certificated experience will be placed in the appropriate column at the salary step closest to the salary from their last school district, but not less, unless there is no equivalent salary step on the schedule. This provision will apply only to new hires, or rehires with more than one year break in service.

Effective July 1, 2022, any newly hired personnel hired to serve in areas identified as “hard-to-recruit” geographical areas, (defined as office locations in Imperial County, Riverside County, Sacramento County, San Joaquin County, Santa Barbara County, Santa Cruz County, Stanislaus County, Ventura County) with more than five (5) years of verified

certificated experience will be placed in the appropriate column at the salary step closest to the salary from their last school district, but not less, unless there is no equivalent salary step on the schedule. This provision will apply only to new hires, or rehires with more than one year break in service.

- c. Personnel must have taught on a full-time basis for seventy-five percent (75%) or more of the number of days in a given school year for a year of experience to be credited. Service for less than seventy-five percent (75%) or more of the number of days in a school year precludes step advancement for the ensuing school year.
 - d. Classifications of Clinician I, Occupational Therapist, School Nurse, and Child Development positions, will be placed on their respective schedules based on verified years of experience of like licensed or permitted employment.
 - e. School Nurse positions will be initially placed according to verified years of experience of like licensed employment following 2.a. of this Article: For experience exceeding eleven (11) years and up to nineteen (19) years, personnel will be credited with one (1) year additional step placement for every two years of experience not to exceed sixteen (16) steps at initial placement.
 - f. Child Development positions will be initially placed according to verified years of experience of like employment in a licensed child care facility as defined below.
 - a. 0 – 5 years, Step A
 - b. 6 – 10 years, Step B
 - c. 11 years or more, Step C
3. **Payment Method:** Payment for employment subsequent to July 1, 2011, or return to service subsequent to July 1, 2011, will be on the basis of months worked, with the first payment being issued at the end of the first month worked. Unit members may elect a (12) month extended payment method.
4.
 - a. Effective July 1, 2023, an existing Mental Health Clinician I who is promoted to a Mental Health Clinician II with a Pupil Personnel Services Credential (PPS), or otherwise qualified as a Mental Health Clinician II per the job description will be placed on the closest salary step that is five percent (5%) greater than their current rate of pay. Newly hired Clinician IIs will be placed uniformly, as all other positions.

B. Longevity Pay:

1. Effective July 1, 2006 longevity pay for full-time unit members compensated on the Schedule 4 series salary schedule and employed or re-employed before July 1, 2006, with cumulative years of service on the salary schedules set forth in Appendix A shall be as follows:
 - After ten (10) full years of employment \$ 800.00
 - After fifteen (15) full years of employment \$1,300.00
 - After twenty (20) full years of employment \$1,700.00
 - After twenty five (25) full years of employment..... \$2,200.00
2. Effective July 1, 2006, part-time unit members will be eligible for longevity pay by accruing consecutive years of full-time service credit. Longevity pay for part-time unit members who meet the service credit criteria shall be pro-rated yearly commensurate with their percentage of full time as defined by their work assignment.
3. Longevity pay for full-time and part-time members employed or re-employed after July 1, 2006 will be based on consecutive years of service.

C. **Degree or License Stipend:**

Beginning with the 2020/2021 Fiscal Year, current unit members shall annually receive special pay for the following degrees or license. Part-time members will receive a pro-rata share. Only one degree or license stipend will be awarded.

- a. Master's Degree: \$1,200/yr
- b. Doctorate Degree: \$2,000/yr
- c. Licenses, (RN, OT, SLP): \$1,200

D. **Stipends**

Propose addendum to salary schedule with current stipend amounts annually, or when the schedule is updated.

It is agreed that stipends are determined annually.

As of the 2016-17 school year the following stipends and stipend amounts have been formally agreed upon between the parties:

Teacher Induction Support Provider: \$1,800.00 (fixed amount). The Teacher Induction Support Provider is a single fixed stipend that is paid as a lump sum at the end of the school year. Site Principals will select an appropriate unit member to fulfill the duties of the Teacher Induction Support Provider that comply with requirements as outlined by the Induction program.

Teacher In Charge: \$1911.88 After the 2022-23 school year, the stipend amount will increase annually at the same percentage rate as compensation increases to the salary schedule. This is a single stipend that is paid as a lump sum at- the end of the school year. The need for a Teacher In Charge position is at the discretion of the site Principal, is paid from the site budget. The sole determination of the appropriate unit member selected for the position is at the discretion of the site Principal. The unit member selected must agree to accept the position. The selection of the unit member fulfilling this role will be decided upon annually and notification of the selection will be given to the Associate Superintendent.

Other Stipends: Individual departments within BCOE, with prior approval of BCTA, may designate stipends for specific employees as a means of supplementary compensation to an employee for work. When a decision is made to have a position with a stipend, it will be approved by the Superintendent or designee. Upon approval, within two weeks notification will be provided to BCTA regarding the stipend position and amount.

E. **Health Program Benefits:**

1. The Superintendent shall provide full-time unit members and dependents voluntary medical, dental, and vision care.
 - a. The Superintendent will contribute \$1,170.70 per month for the current medical, \$109 per month toward the dental premium, and \$19 per month toward the vision premium. Whenever the medical premium amount is proposed to be adjusted, Article 17 B.4. should also be reviewed since initially it was established as an equal amount.
 - b. Unit members may elect medical plans offered by the Superintendent with a higher monthly premium by paying the excess premium cost by payroll deduction.
 - c. Unit members may elect medical plans offered by the Superintendent with a lower monthly premium, and the Superintendent will reimburse the difference in premium to the unit member.
2. BCOE will allow part-time unit members (total work assignment is less than 1.0 FTE) to participate in the medical, dental and vision program as follows:
 - a. Unit members working between 0.60 FTE and 0.89 FTE may voluntarily participate in the medical, dental and vision programs. If they choose to participate, part-time unit

members will pay a pro-rata share of the portion that would be contributed by the Superintendent for a full-time unit member, as well as the full share of premium costs normally borne by the full-time unit member. Unit members who choose not to participate in the medical program will not be eligible for any cash-in-lieu of the Superintendent's contribution.

- b. Under the current medical JPA agreement with SISC, unit members working 0.90FTE or more are considered "full time" by SISC, and therefore must participate in the medical program. BCOE therefore agrees to provide the same medical premium contribution to these unit members as if they were 1.0 FTE. Contributions to the dental and vision programs for these unit members are voluntary, and will be provided at the pro-rata rate. In the event that the "full-time participation at 0.90 FTE" policy under SISC changes and these employees are no longer required to participate, this portion of the agreement will revert back to a pro-rata share basis as described above for those working a 0.60 FTE to 0.89 FTE assignment.
2. Medical, dental, and vision care insurance carriers shall be named by the Superintendent.
 3. Unit members have thirty (30) working days from the date of hire to enroll in group medical plans described in this agreement. Should a unit member fail to enroll initially or upon change of dependent status within the thirty (30) working day time period, they will be subject to all restrictions enumerated in the group benefit agreement between the Butte County Office of Education and the named carrier.
 - a. Effective February 1, 1999 through June 30, 2003 employees working 75% of a full-time contract may elect prorated health program benefits:
 - During a one-time election period at the time of this agreement
 - At the time of hire
 - Should the employee lose other health insurance benefits due to catastrophic circumstances, election must take place within 31 days or during the next open enrollment period.
 - b. The election of prorated health benefits is permanent. Should part-time employment status drop below the 75% requirement, prorated health benefits will no longer be provided.

F. **Life Insurance Benefits:**

1. Effective March 1, 2000 the Superintendent shall provide \$50,000 Basic Life Benefits for qualified unit members working more than 20 hours per week.

ARTICLE 19

PEER ASSISTANCE AND REVIEW (PAR)

A. **PURPOSE**

The Peer Assistance and Review Program allows exemplary teachers to assist permanent teachers who have received an overall unsatisfactory evaluation in the areas of teaching methods and instruction.

The extent of the Program's assistance shall be provided through Consulting Teachers as described in detail in this document. This assistance shall not involve the participation or the conducting of the annual evaluation of certificated unit members, except for making available to the evaluator the results of unit members' participation in the program.

The program resources shall be utilized in the following priority:

1. Referred Participating Teachers with an unsatisfactory evaluation
2. Supporting the BTSA Program with financial assistance

3. Other areas allowed within the law

B. DEFINITIONS FOR THE PURPOSE OF THIS DOCUMENT

Classroom Teacher – Any member of the certificated bargaining unit who is covered by the certificated evaluation and this agreement.

Consulting Teacher – An exemplary teacher meeting the requirements of this agreement who is selected by the Joint Panel to provide Program assistance to a Referred Participating Teacher.

Referred Participating Teacher is a teacher with permanent status who receives an unsatisfactory evaluation.

Principal / Evaluator – The certificated administrator appointed by the Superintendent to evaluate a certificated teacher.

C. PAR PANEL: COMPOSITION AND SELECTION

1. The Peer Assistance Program will be administered by a PAR Panel. The Panel will consist of three (3) members, one (1) of whom will represent the Superintendent and two (2) of whom will be appointed by the BCTA Board. The Panel will be chaired in the first year by a Teacher Representative and in the following year by a member selected by Administration. The chair will thereafter rotate on an annual basis between Association and Administration members.
2. The Panel will meet a minimum of two times a year. To meet, a majority of the members of the PAR Panel must be present. The time and place of meeting will be set by the PAR Panel and should occur outside the teacher's workday.
3. Each certified member will receive their hourly rate for duties performed as a member of the PAR Panel.
4. All decisions made by the PAR Panel will attempt to be made with 100% consensus. The philosophy of Win-Win decision making shall be the model practiced by the PAR Panel. In the advent that consensus cannot be reached the PAR Panel will revert to a simple majority vote to reach a decision.

D. PAR PANEL RESPONSIBILITIES

The responsibilities of the PAR Panel shall include the following:

1. Selecting Consulting Teachers and providing for their training.
2. Establishing its own rules of procedures, including the method for the selection of a chairperson.
3. Reviewing reports prepared by Consulting Teachers.
4. Making written recommendations to the Superintendent concerning Referred Participating Teachers.
5. Forwarding the names of individuals to the Superintendent of Referred Participating Teachers who, after sustained assistance are not able to demonstrate satisfactory improvement.
6. Preparing an annual review of the impact of the Peer Assistance Program, including recommendations for improvement.
7. Preparing written guidelines for Consulting Teachers and their activities.
8. Determining the number of Consulting Teachers in any school year based upon participation in the PAR Program, the budget available and other relevant considerations.
9. Develop a working budget for the year by the first month of operation. The proposed budget will be submitted at the bargaining table in negotiations for approval.
10. Other such incidental duties as may be needed to carry out the functions enumerated above, including the establishment of rules to guide its deliberations.

E. CONFIDENTIALITY OF MATERIALS

All materials related to evaluations, reports and other personnel matters will be confidential, and the property of the Superintendent subject to the following exceptions:

1. In response to a subpoena or order of the court.
2. The Final Report may be used by the Butte County Office of Education (BCOE) in any disciplinary action against the Referred Participating Teacher.

F. BUTTE COUNTY OFFICE OF EDUCATION'S DUTY TO INDEMNIFY

Unit members who perform functions as Consulting Teachers or PAR Panel members under this document shall have the same protection from liability and access to appropriate defenses as other school employees pursuant to Division 3.6 (commencing with Section 8100 of the California Government Code).

G. REFERRED PARTICIPATING TEACHERS IN PAR

1. A Referred Participating Teacher is a teacher with permanent status who receives assistance to improve his or her instructional skills, classroom management, knowledge of subject, and/or related aspects of his or her teaching performance as a result of an unsatisfactory final evaluation. The decision of the supervisor to refer a teacher with an unsatisfactory evaluation to the PAR program will not be subject to the grievance procedure.

H. CONSULTING TEACHER'S EXPERIENCE

1. Consulting Teachers will have the following minimum qualifications:
 - a. A clear credentialed classroom teacher with permanent status or a ROP teacher who meets the criteria of b. and c.
 - b. 5 years recent experience in classroom instruction.
 - c. Demonstrated exemplary teaching ability, as indicated by their evaluation, including effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.

I. CONSULTING TEACHER SELECTION

1. Upon receiving notification of an Unsatisfactory Evaluation, the PAR Panel will select a Consulting Teacher to work with the Referred Participating Teacher. The process will include an observation of each candidate by at least one PAR Panel member. The Panel will attempt to match the Referred Participating Teacher with a Consulting Teacher of similar background.
2. The Consulting Teacher will be provided release time not to exceed 10 days of the school year. The Consulting Teacher will retain all rights as a member of the bargaining unit. Consulting Teachers shall be released from their regular duties to perform the duties identified in section J. In addition, a stipend will be paid to the Consulting Teacher to be determined by the PAR Panel.
3. Inability to complete a full year or contract for any reason will result in a pro-rated portion of the stipend being paid as determined by the PAR Panel.

J. DUTIES OF CONSULTING TEACHER

1. Within 30 calendar days after referral to the PAR Program, Referred Participating Teachers will be assigned a Consulting Teacher by the PAR Panel. The Consulting Teacher will arrange a meeting to be attended by the Consulting Teacher, the administrator for the Referred Participating Teacher, and the Referred Participating Teacher. Based on these discussions, the Consulting Teacher will prepare a Plan, which will list the goals and objectives for improvement and assistance. The PAR Panel will review and approve said plan, and provide such modifications to the plan as is necessary.

2. The Consulting Teacher working with a Referred Participating Teacher will meet with the Administrator in charge of the Referred Participating Teacher as well as the Referred Participating Teacher. The employee's performance will be discussed as well as recommendations for improvement. Based on these discussions, the Consulting Teacher will prepare a Plan, which will list the goals and objectives for improvement and assistance. The PAR Panel will review and approve said plan and provide such modifications to the plans, as is necessary. The Consulting Teacher will review the progress and present written progress reports to the Referred Participating Teacher and Administrator. The Administrator will attend a scheduled PAR Panel review meeting to present the written progress report. An assessment review, as to whether the Referred Participating Teacher is making satisfactory progress and whether continued assistance is necessary, may be provided by the Administrator.
3. For Teachers who have been referred to the Program involuntarily, the Consulting Teacher will prepare a Final Report, which will detail the progress made and the current skill level of the Referred Participating Teacher. The Final Report will address any evaluations given to the Referred Participating Teacher while the Referred Participating Teacher is in the program. All Progress Reports and the Final Report will be placed in the personnel file of the Referred Participating Teacher. The Referred Participating Teacher shall have the right of reply to all Progress Reports as well as the Final Report and said reply will be appended to the report. The Final Report may be used by the Superintendent in any personnel decisions or proceedings regarding the Referred Participating Teacher.
4. The Consulting Teacher will provide to the PAR Panel any required paper work in a timely manner.
5. The Administrator of the Referred Participating Teacher will approve payment of claims submitted by the Consulting Teacher and then forward them to the PAR Panel for approval.

ARTICLE 20

SHARED CONTRACT

A. **Definition:**

Two or more permanent unit members may request the sharing of one or more existing full-time teaching assignments. Whether the request will be granted will depend on the availability of qualified teachers to replace the teacher(s) going on shared teaching contracts and determination by the department Associate Superintendent that it will meet program and student needs.

B. **Process:**

1. A job share applicant must submit a written request to create job share status which must include a proposed work year calendar or schedule showing the specific duty days of each participant. The written request must be received by the department Associate Superintendent NO LATER THAN February 15 of the preceding school year.
2. Upon approval of a request for a shared teaching assignment, each unit member will be required to submit a letter of resignation for that portion of their full-time assignment relinquished.
3. If either one of the unit members who have agreed to share an assignment is unable to complete the obligation, the other unit member will assume shared responsibility with administration for finding a replacement or they will assume responsibility of the full-time assignment.
4. Unit members shall remain on the shared assignment program, but may request, no later than February 15, to be considered for full-time employment at the completion of the school year if a position is available.

C. **Conditions:**

1. Each unit member sharing an assignment will receive a prorated annual salary according to individual placement on the salary schedule. Unit members working at least 75% of the regular contract time shall receive credit for a full step on the salary schedule. Those working less than 75% of the regular contract time shall receive a full step credit every other school year.
2. Unit members sharing an assignment shall accrue prorated sick leave and other leave benefits.
3. The unit member and the district's contribution to the retirement system shall be prorated. Upon completion of a year's work at the prorated contribution, the unit member will receive a percentage of service credit in the teacher's retirement system.
4. At the beginning of a shared assignment, each unit member shall have a one-time option to continue health, dental and vision benefits. Premiums will be prorated based on the number of days or hours worked.

ARTICLE 21

**DISTRIBUTION OF MEDI-CAL ADMINISTRATIVE
ACTIVITIES MONIES (MAA)**

- A. The purpose of this agreement is to outline conditions under which Medi-Cal Administrative Activities (MAA) funds generated by the annual MAA Time Survey will be distributed.
- B. The 2002-2003 school year will be used as the Base Year to determine the amount of funds to be credited to the Butte County Teachers Association (BCTA). The following formula will be used to determine that amount:

	<u>AMOUNT BCTA</u>	<u>ADMINISTRATION</u>
\$10,000 or less	100%	0%
\$10,000 - \$50,000	75%	25%
\$50,000 - \$100,000	67%	33%
Over \$100,000	50%	50%

- C. From the 2003-04 school year forward, allocation to BCTA for distribution of MAA funds will be the generated dollars in the 2002-2003 Base Year. Any funds generated above the base year's allocation, less the cost of Medi-Cal Program Specialist, will be accrued to the Superintendent of Schools.
- D. Any unspent monies from the BCTA portion of the MAA funds will roll over into the next year's budget to be used by BCTA.
- E. Prior to the last meeting of the year, the BCTA Board will set the amount of MAA funds to be made available in the following year. A reserve will be maintained unless extraordinary circumstances occur. That condition would be determined by the BCTA Board.
- F. At the last meeting of the year, with input from the Administration, 436, and 736 the BCTA Board will set the priorities for the upcoming year for the available MAA funds. A copy of those priorities will be sent to the Superintendent.
- G. At their last meeting of the year, the BCTA Board will draft a report to the Superintendent and the Associations outlining the activities of the expenditure of MAA funds for that year.
- H. Weighted preference for BCTA disbursement of MAA funds shall be given to those programs who generate these funds.
- I. This agreement is subject to the availability of MAA funds in any given year.



Schedule 04 - Certificated Teachers
2023-24 Salary Schedule
Effective July 1, 2023

Annual (183 Days)- 7hrs/day					
Step	Em. Permit ASP Site Liaison		BA+24	MA BA+45	MA+15 BA+60
	A	B			
1	\$ 48,279.06	\$ 53,388.42	\$ 54,455.31	\$ 56,909.34	\$ 59,467.68
2	\$ 48,761.85	\$ 55,284.30	\$ 56,391.45	\$ 58,927.83	\$ 61,577.67
3	\$ 49,249.47	\$ 57,247.89	\$ 58,393.47	\$ 61,019.52	\$ 63,762.69
4	\$ 49,741.96	\$ 59,279.19	\$ 60,463.20	\$ 63,186.24	\$ 66,028.23
5	\$ 50,239.38	\$ 61,381.86	\$ 62,609.79	\$ 65,426.16	\$ 68,372.46
6		\$ 63,561.39	\$ 64,835.07	\$ 67,752.09	\$ 70,799.04
7		\$ 65,817.78	\$ 67,135.38	\$ 70,154.88	\$ 73,313.46
8		\$ 68,154.69	\$ 69,518.04	\$ 72,643.68	\$ 75,915.72
9			\$ 71,986.71	\$ 75,225.81	\$ 78,611.31
10			\$ 74,541.39	\$ 77,893.95	\$ 81,398.40
11				\$ 80,660.91	\$ 84,291.63
12				\$ 83,523.03	\$ 87,283.68
13				\$ 86,489.46	\$ 90,383.70
14				\$ 89,562.03	\$ 93,591.69
15				\$ 92,740.74	\$ 96,913.14
16				\$ 92,740.74	\$ 100,353.54
17				\$ 92,740.74	\$ 103,914.72
18				\$ 96,034.74	\$ 103,914.72
19					\$ 103,914.72
20					\$ 107,604.00
21					\$ 107,604.00
22					\$ 107,604.00
23					\$ 111,425.04
24					\$ 111,425.04
25					\$ 111,425.04
26					\$ 115,377.84
27					\$ 115,377.84
28					\$ 115,377.84

Daily- 7hrs/day					
Step	Em. Permit ASP Site Liaison		BA+24	MA BA+45	MA+15 BA+60
	A	B			
1	\$ 263.82	\$ 291.74	\$ 297.57	\$ 310.98	\$ 324.96
2	\$ 266.47	\$ 302.10	\$ 308.15	\$ 322.01	\$ 336.49
3	\$ 269.12	\$ 312.83	\$ 319.09	\$ 333.44	\$ 348.43
4	\$ 271.81	\$ 323.93	\$ 330.40	\$ 345.28	\$ 360.81
5	\$ 274.53	\$ 335.42	\$ 342.13	\$ 357.52	\$ 373.62
6		\$ 347.33	\$ 354.29	\$ 370.23	\$ 386.88
7		\$ 359.66	\$ 366.86	\$ 383.36	\$ 400.62
8		\$ 372.43	\$ 379.88	\$ 396.96	\$ 414.84
9			\$ 393.37	\$ 411.07	\$ 429.57
10			\$ 407.33	\$ 425.65	\$ 444.80
11				\$ 440.77	\$ 460.61
12				\$ 456.41	\$ 476.96
13				\$ 472.62	\$ 493.90
14				\$ 489.41	\$ 511.43
15				\$ 506.78	\$ 529.58
16				\$ 506.78	\$ 548.38
17				\$ 506.78	\$ 567.84
18				\$ 524.78	\$ 567.84
19					\$ 567.84
20					\$ 588.00
21					\$ 588.00
22					\$ 588.00
23					\$ 608.88
24					\$ 608.88
25					\$ 608.88
26					\$ 630.48
27					\$ 630.48
28					\$ 630.48

Longevity: \$	800	10 Years
	\$ 1,300	15 Years
	\$ 1,700	20 Years
	\$ 2,200	25 Years

** Daily and Annual rates may be rounded

Only one degree or license stipend will be awarded	
Masters Stipend	\$1,200/Yr
Doctorate Stipend	\$2,000/Yr
License Stipend(RN/OT/PT/SLP)	\$1,200/Yr
Teacher Induction Support Provider	\$1,800/Yr
Teacher In Charge	\$2,045.71/Increases with compensation

Hourly					
Step	Em. Permit ASP Site Liaison		BA+24	MA BA+45	MA+15 BA+60
	A	B			
1	\$ 37.68	\$ 41.67	\$ 42.52	\$ 44.42	\$ 46.43
2	\$ 38.07	\$ 43.16	\$ 44.02	\$ 46.00	\$ 48.07
3	\$ 38.45	\$ 44.69	\$ 45.58	\$ 47.64	\$ 49.77
4	\$ 38.83	\$ 46.27	\$ 47.20	\$ 49.33	\$ 51.54
5	\$ 39.23	\$ 47.92	\$ 48.88	\$ 51.08	\$ 53.37
6		\$ 49.62	\$ 50.61	\$ 52.89	\$ 55.27
7		\$ 51.38	\$ 52.41	\$ 54.76	\$ 57.24
8		\$ 53.21	\$ 54.28	\$ 56.71	\$ 59.26
9			\$ 56.20	\$ 58.73	\$ 61.38
10			\$ 58.18	\$ 60.81	\$ 63.55
11				\$ 62.97	\$ 65.81
12				\$ 65.21	\$ 68.13
13				\$ 67.52	\$ 70.56
14				\$ 69.90	\$ 73.07
15				\$ 72.41	\$ 75.65
16				\$ 72.41	\$ 78.34
17				\$ 72.41	\$ 81.12
18				\$ 74.97	\$ 81.12
19					\$ 81.12
20					\$ 83.99
21					\$ 83.99
22					\$ 83.99
23					\$ 86.99
24					\$ 86.99
25					\$ 86.99
26					\$ 90.07
27					\$ 90.07
28					\$ 90.07



Schedules 04C - Other Certificated
2023-24 Salary Schedule
Effective July 1, 2023

Annual (210 Days) - 7hrs/day						
Step	Em. Permit	BA/DSC	MA			MA+15
			BA+24	BA+45	BA+60	
	A	B	C	D	E	
1	\$ 55,402.20	\$ 61,265.40	\$ 62,489.70	\$ 65,305.80	\$ 68,241.60	
2	\$ 55,958.70	\$ 63,441.00	\$ 64,711.50	\$ 67,622.10	\$ 70,662.90	
3	\$ 56,515.20	\$ 65,694.30	\$ 67,008.90	\$ 70,022.40	\$ 73,170.30	
4	\$ 57,080.10	\$ 68,025.30	\$ 69,384.00	\$ 72,508.80	\$ 75,770.10	
5	\$ 57,651.30	\$ 70,438.20	\$ 71,847.30	\$ 75,079.20	\$ 78,460.20	
6		\$ 72,939.30	\$ 74,400.90	\$ 77,748.30	\$ 81,244.80	
7		\$ 75,528.60	\$ 77,040.60	\$ 80,505.60	\$ 84,130.20	
8		\$ 78,210.30	\$ 79,774.80	\$ 83,361.60	\$ 87,116.40	
9			\$ 82,607.70	\$ 86,324.70	\$ 90,209.70	
10			\$ 85,539.30	\$ 89,386.50	\$ 93,408.00	
11				\$ 92,561.70	\$ 96,728.10	
12				\$ 95,846.10	\$ 100,161.60	
13				\$ 99,250.20	\$ 103,719.00	
14				\$ 102,776.10	\$ 107,400.30	
15				\$ 106,423.80	\$ 111,211.80	
16				\$ 106,423.80	\$ 115,159.80	
17				\$ 106,423.80	\$ 119,246.40	
18				\$ 110,203.80	\$ 119,246.40	
19					\$ 119,246.40	
20					\$ 123,480.00	
21					\$ 123,480.00	
22					\$ 123,480.00	
23					\$ 127,864.80	
24					\$ 127,864.80	
25					\$ 127,864.80	
26					\$ 132,400.80	
27					\$ 132,400.80	
28					\$ 132,400.80	

Daily - 7hrs/day						
Step	Em. Permit	BA/DSC	MA			MA+15
			BA+24	BA+45	BA+60	
	A	B	C	D	E	
1	\$ 263.82	\$ 291.74	\$ 297.57	\$ 310.98	\$ 324.96	
2	\$ 266.47	\$ 302.10	\$ 308.15	\$ 322.01	\$ 336.49	
3	\$ 269.12	\$ 312.83	\$ 319.09	\$ 333.44	\$ 348.43	
4	\$ 271.81	\$ 323.93	\$ 330.40	\$ 345.28	\$ 360.81	
5	\$ 274.53	\$ 335.42	\$ 342.13	\$ 357.52	\$ 373.62	
6		\$ 347.33	\$ 354.29	\$ 370.23	\$ 386.88	
7		\$ 359.66	\$ 366.86	\$ 383.36	\$ 400.62	
8		\$ 372.43	\$ 379.88	\$ 396.96	\$ 414.84	
9			\$ 393.37	\$ 411.07	\$ 429.57	
10			\$ 407.33	\$ 425.65	\$ 444.80	
11				\$ 440.77	\$ 460.61	
12				\$ 456.41	\$ 476.96	
13				\$ 472.62	\$ 493.90	
14				\$ 489.41	\$ 511.43	
15				\$ 506.78	\$ 529.58	
16				\$ 506.78	\$ 548.38	
17				\$ 506.78	\$ 567.84	
18				\$ 524.78	\$ 567.84	
19					\$ 567.84	
20					\$ 588.00	
21					\$ 588.00	
22					\$ 588.00	
23					\$ 608.88	
24					\$ 608.88	
25					\$ 608.88	
26					\$ 630.48	
27					\$ 630.48	
28					\$ 630.48	

Longevity:	\$	800	10 Years
	\$	1,300	15 Years
	\$	1,700	20 Years
	\$	2,200	25 Years

** Daily and Annual rates may be rounded

Only one degree or license stipend will be awarded	
Masters Stipend	\$1,200/Yr
Doctorate Stipend	\$2,000/Yr
License Stipend (RN/OT/PT/SLP)	\$1,200/Yr

Hourly						
Step	Em. Permit	BA/DSC	MA			MA+15
			BA+24	BA+45	BA+60	
	A	B	C	D	E	
1	\$ 37.68	\$ 41.67	\$ 42.52	\$ 44.42	\$ 46.43	
2	\$ 38.07	\$ 43.16	\$ 44.02	\$ 46.00	\$ 48.07	
3	\$ 38.45	\$ 44.69	\$ 45.58	\$ 47.64	\$ 49.77	
4	\$ 38.83	\$ 46.27	\$ 47.20	\$ 49.33	\$ 51.54	
5	\$ 39.23	\$ 47.92	\$ 48.88	\$ 51.08	\$ 53.37	
6		\$ 49.62	\$ 50.61	\$ 52.89	\$ 55.27	
7		\$ 51.38	\$ 52.41	\$ 54.76	\$ 57.24	
8		\$ 53.21	\$ 54.28	\$ 56.71	\$ 59.26	
9			\$ 56.20	\$ 58.73	\$ 61.38	
10			\$ 58.18	\$ 60.81	\$ 63.55	
11				\$ 62.97	\$ 65.81	
12				\$ 65.21	\$ 68.13	
13				\$ 67.52	\$ 70.56	
14				\$ 69.90	\$ 73.07	
15				\$ 72.41	\$ 75.65	
16				\$ 72.41	\$ 78.34	
17				\$ 72.41	\$ 81.12	
18				\$ 74.97	\$ 81.12	
19					\$ 81.12	
20					\$ 83.99	
21					\$ 83.99	
22					\$ 83.99	
23					\$ 86.99	
24					\$ 86.99	
25					\$ 86.99	
26					\$ 90.07	
27					\$ 90.07	
28					\$ 90.07	



Schedules 04D/04E/04F/04G Other Certificated
2023-24 Salary Schedule
Effective July 1, 2023

SCHEDULE 04D		
<i>AT/AAC</i>		
(195 Days - 7.5 Hours)		
Step	Annual	Daily
1	\$ 76,379.55	\$ 391.69
2	\$ 80,197.65	\$ 411.27
3	\$ 84,206.85	\$ 431.83
4	\$ 88,416.90	\$ 453.42
5	\$ 92,841.45	\$ 476.11
6	\$ 97,478.55	\$ 499.89
7	\$ 102,355.50	\$ 524.90
8	\$ 107,474.25	\$ 551.15
9	\$ 112,844.55	\$ 578.69
10	\$ 118,487.85	\$ 607.63

SCHEDULE 04F		
<i>Mental Health Clinician I</i>		
(183 Days - 7 Hours)		
Step	Annual	Daily
1	\$ 62,384.70	\$ 340.90
2	\$ 65,501.19	\$ 357.93
3	\$ 68,778.72	\$ 375.84
4	\$ 72,215.46	\$ 394.62
5	\$ 75,827.88	\$ 414.36
6	\$ 79,619.64	\$ 435.08

SCHEDULE 04E		
<i>School Social Worker</i>		
(183 Days - 7 Hours)		
Step	Annual	Daily
1	\$ 58,219.62	\$ 318.14
2	\$ 61,132.98	\$ 334.06
3	\$ 64,189.08	\$ 350.76
4	\$ 67,397.07	\$ 368.29
5	\$ 70,769.76	\$ 386.72
6	\$ 74,308.98	\$ 406.06

SCHEDULE 04G		
<i>Occupational Therapist</i>		
(183 Days - 7.5 Hours)		
Step	Annual	Daily
1	\$ 71,679.27	\$ 391.69
2	\$ 75,262.41	\$ 411.27
3	\$ 79,024.89	\$ 431.83
4	\$ 82,975.86	\$ 453.42
5	\$ 87,128.13	\$ 476.11
6	\$ 91,479.87	\$ 499.89
7	\$ 96,056.70	\$ 524.90
8	\$100,860.45	\$ 551.15
9	\$105,900.27	\$ 578.69
10	\$111,196.29	\$ 607.63

** Annual rates may be rounded

Longevity:	\$	800	10 years
	\$	1,300	15 years
	\$	1,700	20 years
	\$	2,200	25 years

Only one degree or license stipend will be awarded	
Masters Stipend	\$1,200/Yr
Doctorate Stipend	\$2,000/Yr
License Stipend (RN/OT/PT/SLP)	\$1,200/Yr

Updated: 10/01/2023



Schedule 04H - Other Certificated
 2023-24 Salary Schedule
 Effective July 1, 2023

Certificated Child Development Personnel									
Range	Title	Work Days		A	B	C	D	E	F
1	Assistant Teacher (6 units)	181	Hourly	\$ 17.55	\$ 18.12	\$ 18.71			
			Daily	\$ 131.63	\$ 135.90	\$ 140.33			
			Annually	\$ 23,824.13	\$ 24,597.90	\$ 25,398.83			
4	Associate Teacher (12 units)	181	Hourly	\$ 18.02	\$ 18.61	\$ 19.21	\$ 19.84	\$ 20.48	\$ 21.16
			Daily	\$ 135.15	\$ 139.58	\$ 144.08	\$ 148.80	\$ 153.60	\$ 158.70
			Annual	\$ 24,462.15	\$ 25,263.08	\$ 26,077.58	\$ 26,932.80	\$ 27,801.60	\$ 28,724.70
2	Teacher	186	Hourly	\$ 20.96	\$ 21.65	\$ 22.36	\$ 23.08	\$ 23.84	\$ 24.61
			Daily	\$ 157.20	\$ 162.38	\$ 167.70	\$ 173.10	\$ 178.60	\$ 184.58
			Annual	\$ 29,239.20	\$ 30,201.75	\$ 31,192.20	\$ 32,196.60	\$ 33,256.80	\$ 34,330.95
3	Site Supervisor	188	Hourly	\$ 23.96	\$ 24.74	\$ 25.53	\$ 26.38	\$ 27.23	\$ 28.12
			Daily	\$ 179.70	\$ 185.55	\$ 191.48	\$ 197.85	\$ 204.23	\$ 210.90
			Annual	\$ 33,783.60	\$ 34,883.40	\$ 35,997.30	\$ 37,195.80	\$ 38,394.30	\$ 39,649.20

** Annual rates may be rounded

Longevity:	\$	800	10 Years
	\$	1,300	15 Years
	\$	1,700	20 Years
	\$	2,200	25 Years

Only one degree or license stipend will be awarded	
Masters Stipend	\$1,200/Yr
Doctorate Stipend	\$2,000/Yr
License Stipend (RN/OT/PT/SLP)	\$1,200/Yr

AGREEMENT

Between

BUTTE COUNTY SUPERINTENDENT OF SCHOOLS

and

BUTTE COUNTY TEACHERS ASSOCIATION; CTA/NEA

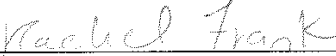
Upon ratification, if not later than February 29, 2016, this provision will be effective April 1, 2016. Upon providing proof of alternative coverage to BCOE, an employee may elect to decline the BCOE medical, and/or dental, and/or vision coverage. In the alternative an employee may decline medical coverage and continue to participate in dental and/or vision coverage. Butte Schools Self-Funded Programs (BSSP) requires that an administration fee equal to the premium of the least expensive medical, dental, and/or vision plan available, for the medical, dental and/or vision plan(s) selected by the bargaining unit must be submitted by BCOE on behalf of the employee. If the administration fee is less than the annual cap paid by BCOE for health and welfare benefits, the employee will receive the difference each month as an additional contribution on their paycheck. If the administration fee exceeds the annual cap, the employee will pay the additional monthly cost.

During a plan year, an employee, who has declined health and welfare coverage and who has a qualifying event as defined by Sections 1.8 and 1.9 of the Butte Schools Self-Funded Program Policies & Procedures Manual, may enroll in one of the district-sponsored plans.

3-1-16
Date


Tim Taylor, Superintendent
Butte County Office of Education

2-29-16
Date


Rachel Frank, President
Butte County Teachers Association; CTA/NEA

AGREEMENT

Between

BUTTE COUNTY SUPERINTENDENT OF SCHOOLS

and

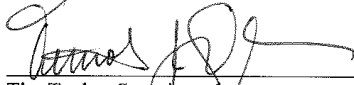
BUTTE COUNTY TEACHERS ASSOCIATION; CTA/NEA

Butte County Office of Education and Butte County Teachers Association agree to the following:

Beginning with the 2014-2015 school year, we mutually agree that for the purpose of employee evaluation, any unit member meeting the eligibility as defined in EC 44664 (a) (3) may be placed on a 5 year evaluation schedule per the same Ed Code 44664 (a) (3).

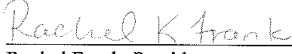
Programs with temporary certificated employees will be offered the same rights as described above.

4/20/15
Date



Tim Taylor, Superintendent
Butte County Office of Education

4/20/15
Date



Rachel Frank, President
Butte County Teachers Association; CTA/NEA

Collective Bargaining Unit Agreement Current Revisions

1. Salary Schedules 04, 04C, 04E, 04F, 04G, 04H: Revised July 1, 2022
2. Article 18: Revised July 1, 2022
3. Article 18: Revised November 30, 2022
4. Salary Schedules 04, 04C, 04E, 04F, 04G, 04H, and Stipend Schedule: Revised January 1, 2023
5. Article 18: Revised February 2023; July 2023 Salary Schedules 04, 04C, 04E, 04F, 04G, 04H
6. Article 18 F and Salary Schedule 04D: Revised October 2023