

# DURHAM UNIFIED SCHOOL DISTRICT

Board Meeting Date: 11-16-2022

**SUBJECT:** RESOLUTION # 22-4 California Schools Healthy Air, Plumbing, and Efficiency Program Grant

**PREPARER:** Aimee Belev

**RECOMMENDATION:**  Approve  Do Not Approve  
 Accept  Discuss  
 Information Only

**Background:**

The CA Energy Commission's California Schools Healthy Air, Plumbing, and Efficiency (CALSHAPE) Program provides grants to local educational agencies, that includes school districts, charter schools, and regional occupational programs, to fund the assessment, maintenance, and repair of ventilation systems, installation of carbon dioxide monitors, and replacement of noncompliant plumbing fixtures and appliances. The grant award is up to \$260,081.71

California Schools Healthy Air, Plumbing, and Efficiency Program  
Governing Body Resolution

RESOLUTION NO. 22-4

Resolution of

Durham Unified School District

*Name of Local Educational Agency*

**WHEREAS**, the California Energy Commission's California Schools Healthy Air, Plumbing, and Efficiency (CalSHAPE) Program provides grants to local educational agencies (LEA), that includes school districts, charter schools, and regional occupational programs, to fund the assessment, maintenance, and repair of ventilation systems, installation of carbon dioxide monitors, and replacement of noncompliant plumbing fixtures and appliances;

**NOW THEREFORE, BE IT RESOLVED**, that Durham Unified School District Board of Trustees

*Governing Body*

authorizes Durham Unified School District to apply for a

*LEA Name*

grant from the California Energy Commission to implement a CalSHAPE Program project.

**BE IT ALSO RESOLVED**, that in compliance with the California Environmental Quality Act (CEQA), Durham Unified School District Board of Trustees finds that the activity funded by

*Governing Body*

the grant is (Please select one)

not a project because the ground is not being disturbed.

OR

a project that is exempt under \_\_\_\_\_ because

OR

a project and \_\_\_\_\_ document was prepared.

**BE IT ALSO RESOLVED**, that if recommended for funding by the California Energy Commission, the Durham Unified School District Board of Trustees authorizes Durham Unified School District

*Governing Body*

*LEA Name*

to accept a grant up to \$ 260,081.71 and accept all grant agreement

*Grant Amount Requested*

terms and conditions.



# DURHAM UNIFIED SCHOOL DISTRICT

Board Meeting Date: 11-16-2022

**SUBJECT:** 2022-2023 Durham Unified School District and Durham Unified Teachers' Association Tentative Agreement

**PREPARER:** John Bohannon

**RECOMMENDATION:**  Approve  Do Not Approve  
 Accept  Discuss  
 Information Only

**Background:**

For Approval: Durham Unified School District and Durham Unified Teachers' Association Tentative Agreement for 2022-2023 School Year.

## DUSD/DUTA Tentative Agreement (2022-23 Contract)

### Article 9: Extracurricular Activities Guideline

After discussion of inconsistencies between the language of Article 9 (9.6, 9.7, and 9.8) and the organization of Appendix B, changes were agreed upon in the interest of clarity. After these changes, 9.8 was deemed superfluous and removed. It was also agreed to change the heading of Article 9 to reference both appendices B and E, and to replace Appendix B with the copy attached.

### ARTICLE 9 EXTRACURRICULAR ACTIVITIES GUIDELINE (See Appendices B and E)

- 9.7 Compensation for extra duty not posted as a percentage of base salary or a specified dollar amount shall be in multiples of pay units. One unit will equal \$1,000 for the year 2018-19. In subsequent years, the value of the unit and any stipends with a specified dollar amount shall be increased by an amount equal to the percentage increase in the salary schedule rounded to the nearest \$10.00 increment. This formula establishes the value of one unit as \$1,100 as of the 2022-2023 school year. Compensated extra duties and their respective pay are listed in Appendix B.
- ~~9.8 Additional Compensation positions will be classified and paid according to the following ranges. Once placed within the range, stipends will increase at the rate of 0.1 units per year up to the maximum of the stated category range:~~
- ~~● Category 1 Range of 2 to 3 Units: Head Varsity Coaches, High School Athletic Director, High School ASB Advisor, Athletic Trainer~~
  - ~~● Category 2 Range of 1.5 to 2.5 Units: Asst. Varsity coaches, JV head coaches, High School cheerleading, drama, band, newspaper, and yearbook advisors. Middle School Athletic Director.~~
  - ~~● Category 3 Range of 1 to 2 Units: Asst. JV Coach, and Middle School Yearbook Advisor~~
  - ~~● Category 4 Range of 0.5 to 1 Unit: Middle School Coach~~

### Article 17: Salaries

After discussion of the common goal of recruiting and retaining quality teachers in an increasingly competitive job market, it was agreed to amend the certificated salary schedule (Appendix A). The changing nature of teacher preparatory programs also led us to adjust our criteria for initially placing new teachers (Appendix C, Item 2).

## Appendix A

DUSD Certificated Salary Schedule  
2022-23 School Year

Step:	Intern / Special Cases	Step:	Column 1 BA + 30	w/ Masters	Step:	Column 2 BA + 45	w/ Masters	Step:	Column 3 BA + 60	w/ Masters
1	\$47,500	1	\$50,000	\$51,000	1	\$51,450	\$52,479	1	\$52,942	\$54,001
2	\$47,500	2	\$50,000	\$51,000	2	\$51,450	\$52,479	2	\$52,942	\$54,001
3	\$48,759	3	\$51,325	\$52,352	3	\$52,813	\$53,869	3	\$54,345	\$55,432
4	\$50,051	4	\$52,685	\$53,739	4	\$54,213	\$55,297	4	\$55,785	\$56,901
5	\$51,377	5	\$54,081	\$55,163	5	\$55,650	\$56,763	5	\$57,263	\$58,409
6	\$52,739	6	\$55,514	\$56,624	6	\$57,124	\$58,266	6	\$58,781	\$59,957
7	\$54,136	7	\$56,986	\$58,126	7	\$58,638	\$59,811	7	\$60,339	\$61,545
8	\$55,571	8	\$58,496	\$59,666	8	\$60,192	\$61,396	8	\$61,938	\$63,176
9	\$57,044	9	\$60,046	\$61,247	9	\$61,787	\$63,023	9	\$63,579	\$64,851
10	\$58,555	10	\$61,637	\$62,870	10	\$63,424	\$64,692	10	\$65,264	\$66,569
11	\$60,107	11	\$63,270	\$64,535	11	\$65,105	\$66,407	11	\$66,993	\$68,333
12	\$61,700	12	\$64,947	\$66,246	12	\$66,831	\$68,168	12	\$68,769	\$70,144
13	\$61,700	13	\$66,668	\$68,001	13	\$68,602	\$69,974	13	\$70,591	\$72,003
14	\$61,700	14	\$68,435	\$69,804	14	\$70,419	\$71,827	14	\$72,462	\$73,911
15	\$61,700	15	\$68,435	\$69,804	15	\$72,286	\$73,732	15	\$74,382	\$75,870
16	\$61,700	16	\$68,435	\$69,804	16	\$74,201	\$75,685	16	\$76,353	\$77,880
17	\$61,700	17	\$68,435	\$69,804	17	\$74,201	\$75,685	17	\$78,376	\$79,944
18	\$61,700	18	\$68,435	\$69,804	18	\$74,201	\$75,685	18	\$80,453	\$82,062
19	\$61,700	19	\$68,435	\$69,804	19	\$74,201	\$75,685	19	\$82,585	\$84,237
20	\$61,700	20	\$68,435	\$69,804	20	\$74,201	\$75,685	20	\$84,774	\$86,469
21	\$61,700	21	\$68,435	\$69,804	21	\$74,201	\$75,685	21	\$85,834	\$87,550
22	\$61,700	22	\$68,435	\$69,804	22	\$74,201	\$75,685	22	\$86,906	\$88,645
23	\$61,700	23	\$68,435	\$69,804	23	\$74,201	\$75,685	23	\$87,993	\$89,753
24	\$61,700	24	\$68,435	\$69,804	24	\$74,201	\$75,685	24	\$89,093	\$90,875
25	\$61,700	25	\$68,435	\$69,804	25	\$74,201	\$75,685	25	\$90,206	\$92,010
26	\$61,700	26	\$68,435	\$69,804	26	\$74,201	\$75,685	26	\$91,334	\$93,161
27	\$61,700	27	\$68,435	\$69,804	27	\$74,201	\$75,685	27	\$92,476	\$94,325
28	\$61,700	28	\$68,435	\$69,804	28	\$74,201	\$75,685	28	\$93,632	\$95,504
29	\$61,700	29	\$68,435	\$69,804	29	\$74,201	\$75,685	29	\$94,802	\$96,698
30	\$61,700	30	\$68,435	\$69,804	30	\$74,201	\$75,685	30	\$95,987	\$97,907
31	\$61,700	31	\$68,435	\$69,804	31	\$74,201	\$75,685	31	\$97,187	\$99,131
32	\$63,489	32	\$70,419	\$71,827	32	\$76,353	\$77,880	32	\$100,005	\$102,005

Recognizing the many different credential programs, Human Resources will evaluate credential units and place them accordingly on the salary schedule. Credential holders receiving credential units inclusive of their BA/BS will be credited up to a maximum of 30 post-BA/BS units on the salary schedule. The intent of this is to credit up to 30 units for the earned credential.

APPENDIX B  
EXTRACURRICULAR ACTIVITIES

Salary-Based and Specified Compensation Positions:

Position	Pay	
FFA. (school year)	10%	of current salary
FFA. (summer; 18 ½ days)	10%	
Counselor; grades 9-12 (summer; 18 ½ days)	10%	
Band	10%	
WASC/SPDC (See 9.6e)	5%	
Special ED Teachers	4%	
Additional Credential (See 17.4)	5.25%	
Elementary Combination (See 17.5)	5.25%	
DES VAPA Evening Performances (See Appendix E)	4%	(see appendix E)
Elementary School Student Council	2%	Based on Column II at longevity level in that activity
Intermediate School Yearbook	2%	
Outdoor School Teacher (Each)	2.5%	
High School Newspaper (if not a regular class)	3%	
High School Drama Advisor	3%	
High School Yearbook (if course is a single section)	4%	
Academic Decathlon (or Mock Trial??)	4%	
Girls Block Club	5%	
Block D	5%	
DHS Athletic Director	\$6,500	
DIS Athletic Director	\$1,500	
DHS Activities Director	\$5,000-\$6,000	\$5,000 (Year 1), \$5,500 (Year 2), \$6,000 (Year 3)
DIS Activities Director	\$1,500	
Odyssey of the Mind	\$3,672	(see appendix E : \$163 per additional week beyond State Competition)
SkillsUSA Advisor	\$1,200	(see appendix E for additional compensation beyond the state level)
High School Head Class Advisors (4) - one per grade level 9-12	\$1,000	
High School Class Advisors (5) - one per grade level 9-11 and two for 12th grade	\$500	
Mentor Teacher	Mentor's hourly rate	(See Article 15)

APPENDIX B (continued)

Unit-Based Positions:

DHS VARSITY		DHS JR VARSITY		DHS ASST		DIS 7TH & 8TH		DIS 6TH		
Football (1)		Football (1)		Football (2)						
				High School CheerAdvisor (1)						
Boys Basketball (1)		Boys Basketball (1)				Boys Basketball (2)		Boys Basketball (1)		
Girls Basketball (1)		Girls Basketball (1)				Girls Basketball (2)		Girls Basketball (1)		
Girls Soccer (1)										
Boys Soccer (1)										
Softball (1)		Softball (1)		Softball (1)						
Cross-country (1)										
Baseball (1)		Baseball (1)		Baseball (1)						
Golf (1)										
Swimming (1)										
Volleyball (1)		Volleyball (1)								
Boys Wrestling (1)				Wrestling (1)						
Girls Wrestling (1)										
Track (1)		Track (1)		Track (1)						
Years*	Units**	Pay	Units**	Pay	Units**	Pay	Units**	Pay	Units**	Pay
1	2.0	\$2,200.00	1.5	\$1,650.00	1.2	\$1,320.00	1.2	\$1,320.00	1.2	\$1,320.00
2	2.2	\$2,420.00	1.6	\$1,760.00	1.3	\$1,430.00	1.3	\$1,430.00	1.3	\$1,430.00
3	2.4	\$2,640.00	1.7	\$1,870.00	1.4	\$1,540.00	1.4	\$1,540.00	1.4	\$1,540.00
4	2.6	\$2,860.00	1.8	\$1,980.00	1.5	\$1,650.00	1.5	\$1,650.00	1.5	\$1,650.00
5	2.8	\$3,080.00	1.9	\$2,090.00	1.6	\$1,760.00	1.6	\$1,760.00	1.6	\$1,760.00
6+	3.0	\$3,300.00	2.0	\$2,200.00	1.7	\$1,870.00	1.7	\$1,870.00	1.7	\$1,870.00

\* Years of coaching in a particular sport based on section 9.6.

\*\* The value of one unit is established in section 9.7

1 unit = \$1,100.00
---------------------



APPENDIX C  
BASIC TEACHERS' SALARY SCHEDULE

2. INITIAL STEP PLACEMENT

Teachers shall be given credit on a year-for-year basis at the time of initial placement on the salary schedule for previous teaching experience at public or private institutions. Teachers will be given a maximum of one year of service credit for military service. Teaching experience, for salary schedule placement purposes, may include all experience in positions requiring certification qualifications. Prior teaching experience shall earn one step per year to a maximum of nine years and one year of credit for each two years of teaching experience above nine years. One year of credit shall be allowed for fractional parts of a year if that fractional part of a year exceeds the equivalent of 100 full-time teaching days in Durham Unified School District. Graduate credit shall be granted for graduate units taken in the last semester of the senior year, provided that these units are above and beyond the requirements for the B.S. or B.A. degree. Recognizing the many different credential programs, Human Resources will evaluate credential units and place them accordingly on the salary schedule. Credential holders receiving credential units inclusive of their BA/BS will be credited up to a maximum of 30 post-BA/BS units on the salary schedule. The intent of this is to credit up to 30 units for the earned credential.


Retro Pay will apply to the following areas:

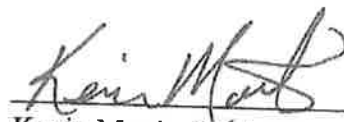
1. Based on the contracted position for the 2022/2023 school year and retro back to July 1, 2022.
2. Any active employee as of 11/1/22

Retro Pay will not apply to the following areas:

1. An employee who is contracted for the 2022/2023 year and leaves their position prior to 11/1/22.
2. Any extra hourly duty before 11/1/22.
3. Any substitute time before 11/1/22.

The undersigned represent that they are authorized to execute this Tentative Agreement.

 Date 11-4-2022  
John Bohannon, Superintendent  
Durham Unified School District

 Date 11-4-2022  
Kevin Martin, Lead Negotiator  
Durham Unified Teachers Association

# DURHAM UNIFIED SCHOOL DISTRICT

**Board Meeting Date: 11-16-2022**

**SUBJECT:** 2022-2023 Durham Unified School District and California School Employees Association Durham Chapter #478 Tentative Agreement

**PREPARER:** John Bohannon

**RECOMMENDATION:**  Approve  Do Not Approve  
 Accept  Discuss  
 Information Only

Background:


For Approval: Durham Unified School District and California School Employees Association Durham Chapter #478 Tentative Agreement for 2022-2023 School Year.

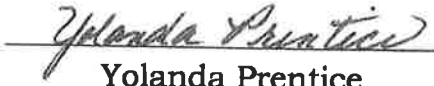
2022-2023  
Tentative Agreement  
between the  
Durham Unified School District (DUSD)  
and the  
California School Employees Association and its Durham Chapter #478 (CSEA)

The Durham Unified School District and the California School Employees Association and its Chapter #478 (CSEA) have agreed, subject to ratification by the DUSD Board of Trustees and CSEA, to settle compensation for the 2022-2023 year as follows:

1. Mechanic/Dispatcher - Job Description language changes (see attached)
2. APPENDIX C: Food Service Manager change from 208 work days to 225 work days.  
ADD: 20 days before school starts & 10 days after school ends; calendar turned into District Office
3. ARTICLE V - #13 and 14 - language change (see attached)
4. ARTICLE XVII - EVALUATION - language change (see attached)
5. ARTICLE XIII -  
Added holiday June 19th, Juneteenth National Independence Day  
Leap Year - February 29th -
6. ARTICLE XI - LAYOFFS AND REEMPLOYMENT  
Updated language to meet State mandate. (See attached)
7. ARTICLE XVI - SALARIES  
Placement on the Salary Schedule - language changes (see attached)
8. ARTICLE XXIII - COMPLETION OF MEETING AND NEGOTIATING  
Date changes - (see attached)
9. ARTICLE XXIV - DURATION OF AGREEMENT  
Date changes ( see attached)
10. APPENDIX A: LIST OF CLASSES AND SALARY RANGES  
Ranges changed and updated to reflect new salary schedule.
11. SALARY SCHEDULE ATTACHED:
  - A. Updated to meet Federal and State minimum wage requirement.
  - B. A salary increase of 4-8 percent depending on where a unit member is on the salary schedule, due to squaring the salary schedule. Total cost to district is \$108,000.

- C. For current contracted employee salaries employed as of November 1, 2022 for the school year. Retro to July 1, 2022.
- D. Retro pay not for extra duty or subs.

  
\_\_\_\_\_  
John Bohannon  
DUSD Superintendent

  
\_\_\_\_\_  
Yolanda Prentice  
Durham CSEA #478 - President

11/7/2022  
\_\_\_\_\_  
Date

11/7/2022  
\_\_\_\_\_  
Date

## MECHANIC/DISPATCHER

GENERAL DESCRIPTION:

Under the supervision of Maintenance, Operations and Transportation Manager, is responsible for the repair and maintenance of district vehicles, designing bus routes and schedules for regular bus runs and field trips.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Performs routine maintenance of diesel buses and other district owned vehicles and mechanical equipment.
- Performs the duties and responsibilities contained in the bus driver and passenger car/van driver job descriptions ~~on field trip and substitute routes as needed~~; prepares routes and schedules; schedules field trips and allocates trips among drivers.
- Assures buses are in safe operating condition and regularly serviced and inspected and that appropriate documentation for vehicles and drivers is maintained in accordance with California Highway Patrol requirements.
- Ensures that each bus route has a binder that is maintained with current student lists and emergency contact cards and is easily accessible to the driver.
- Insures that supervisor is immediately informed of all problems regarding safety of district vehicles and status of work to be done.
- Facilitates training of bus drivers.
- Van Requests: Reserve rental vehicles for sports, club activities, and other field trips
- Performs other related duties as assigned.

DESIRABLE QUALIFICATIONS:KNOWLEDGE OF:

- Diesel and conventional engine mechanics.
- Safe driving practices.
- Provisions of the California Motor Vehicle Code and Education Code applicable to the operation of vehicles in transporting school children.
- Proper care and use of tools.
- Sound maintenance procedures.
- Routing and scheduling practices.

ABILITY TO:

- Follow written and oral instructions while working independently.
- Acquire skill quickly in work requiring mechanical ability.
- Work cooperatively with others.
- Drive school buses of all sizes with safety as primary consideration.
- Use courtesy and good judgment in answering questions from school personnel and parents.
- Maintain order among children on a school bus.
- Assist/coordinate bus driver training.
- Ability to sit, stand, walk, kneel, crouch, squat, stoop, twist, and lift up to 50 lbs.: with reasonable accommodation. Exposure to cold, heat, noise, outdoors, chemicals, mechanical and electric hazards.

**Maintenance Person II (cont.)**

- Use a variety of power tools safely.
- Plans and organize work to meet schedules and timelines.
- Analyze situations carefully and adopt effective courses of action.
- Ability to sit, stand, walk, kneel, crouch, squat, stoop, twist, and lift up to 50 lbs.: with reasonable accommodation. Exposure to cold, heat, noise, outdoors, chemicals, mechanical and electric hazards.

**EXPERIENCE:**

- Three to five years of experience in a construction trade or similar position.

**EDUCATION:**

- High School Diploma or California High School Proficiency Exam certificate.

**LICENSE AND CERTIFICATES:**

- Possess a valid California driver's license.
- Must possess a valid fork lift certificate in the first six months of employment.
- Individuals hired in this position after October 27, 1997 will be required to complete training for and pass the required tests for a California School Bus Driver's License pursuant to the DUSD/CSEA agreement of October 22, 1997 within the first year of employment.

## CLASSIFIED EMPLOYEES WORK DAYS

**181 Days – 1 before school**

Behavioral Aide  
 Bilingual Paraeducator  
 Bus Driver  
 Campus Supervisor  
 College Readiness Coordinator  
 Crossing Guard  
 Instructional Paraeducator  
 Library Technician  
 Special Ed Paraeducator  
 Health Technician  
 Yard Duty

Passenger Van Drivers & Trans. Attendant- 181 Days

Days vary depending on other Districts' schedules

Child Paraprofessional

Days vary

Cook 1 – 182 days

2 days before school starts

Food Service Manager- ~~208 days~~ 225 days

20 days before school starts & 10 days after school ends; Calendar turned into Supervisor & District Office.

Secretary 1 & Office Clerk & Family Bilingual Liaison – 204 days

14 days before school starts – 10 days after school ends

Special Projects Secretary – 210 daysDistrict Services Clerk – 225 days

Calendar turned into District

Secretary II – 225 days – High school

20 days before school starts & 10 days after school ends; Calendar turned into Supervisor & District Office.

12 Month Employees

Custodian  
 Grounds  
 Maintenance  
 Mechanic/Dispatcher  
 MOT Manager  
 Utility Person

---



carrying out of normal job duties.

4. Names, addresses and listed telephone numbers of all classified personnel shall be provided to the Association no later than October 15 of each school year, if such information is compiled by that date.
5. Each year the Board will negotiate compensation for one employee to attend the CSEA conference. This is not to be considered salary or fringe benefits.

## Section II – Professional Relations

1. Selection of the District Administrators: Responsibility for the selection and appointment of all District Administrators rest solely on the Board. In order that the Board shall avail itself of professional advice of classified staff in the selection of the District Administrators, the Classified School Employee Association shall elect a minimum of two representatives to serve on the advisory committee. The committee will review the qualifications and participate with the Board during the oral interviewing of candidates. After each interview, the advisory committee will be invited to express their comments regarding the professional strengths and weaknesses of the candidate.
2. Classified School Employees President Chapter #478 will provide a minimum of 2 classified employees to be involved in the interviewing and selection of all classified positions along with the position Administrator and or Supervisor.
3. The above procedures shall apply whether the candidates from within or outside of the existing staff.

## ARTICLE V DEFINITIONS

1. ANNIVERSARY DATE- Employees hired between July 1 and January 31 have an anniversary date of July 1 of the following fiscal year. Employees hired between February 1 and June 30 have an anniversary date of the second July 1 following the date of hire.
2. BARGAINING UNIT SENIORITY - Bargaining unit seniority is determined by date of hire. If date of hire is the same, then bargaining unit seniority shall be by accumulated hours of employment. In the event both are the same, then seniority is selected by lottery.
3. "BUMPING RIGHTS"- Bumping rights is the right of an employee, under layoff conditions, to displace another employee with less seniority. The "bumping" must be to a position in which the employee had previously served under permanent or probationary status.
4. SINGLE ASSIGNMENT IN BLENDED CLASSIFICATIONS – Blended classifications are those that include duties from two or more separate classifications. An employee in a blended classification may only bump into another classification if the employee has actually worked in the other blended classification or if the employee's current blended classification contains all the component classifications of the other blended classification. An employee may also bump into any of the component classifications

contained within their current blended classifications. Employees in blended classifications will be paid according to the range of each component classification based on the hours worked. For example, an Instructional Paraeducator/Yard Duty Supervisor who works two hours as an Instructional Paraeducator and one hour as Yard Duty Supervisor would be paid two hours at Range A and one hour at Range B.

Blended Classifications are specifically limited to the following:  
Instructional Paraeducator/Yard Duty Supervisor

5. CALENDAR YEAR - A calendar year is from January 1st to December 31st.
6. CLASSIFICATION - Classification is the act of placing a position in a class, and shall be construed to mean that each position in the classified service shall have a designated title, a regular minimum number of assigned hours per day, days per week, and months per year, a statement of the specific duties required to be performed in each such position, and the regular monthly salary range for each such position.
7. EXTRA TIME- Extra time is any work outside an employee's scheduled work day, work week, or work year that is not a continuation of the employee's regular work schedule.
8. FISCAL YEAR - The fiscal year is from July 1st to June 30th.
9. HEALTH AND WELFARE BENEFITS- Health benefits are as follows:
  - a. Medical - is based on a Fiscal Year.
  - b. Dental - is based on a Calendar Year.
  - c. Vision - is based from last date of benefit use.
10. IMMEDIATE FAMILY- Immediate family means mother, father, grandmother, grandfather or grandchild of the employee or of the spouse of the employee; and the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister or any relative living in the immediate household of the employee.
11. INDUSTRIAL ACCIDENT AND ILLNESS - Industrial accident and illness is an injury or illness arising out of or in the course of employment with the District.
12. NEGOTIABLE ITEMS- Negotiable items refers to matters relating to wages, hours of employment, health and welfare benefits, leave and transfer policies, safety conditions of employment, procedures to be used in evaluation of employees organizational security.
13. PERMANENT EMPLOYEE- A permanent employee is one who has completed the ~~one~~-Year six months probationary period.
14. PROBATIONARY EMPLOYEE - A probationary employee is one who will become permanent upon completion of the probationary period of ~~one-year~~ six months.
15. REEMPLOYMENT LIST- The reemployment list is a list of names of persons who have been laid off for lack of work or lack of funds, or exhaustion of sick leave, industrial accident or illness leave, or leave privileges, and who are eligible for reemployment in their former class, within a period of thirty-nine (39) months. Said list is arranged in

attendance at each workshop. Credit cannot be obtained for workshops attended during the employee's regular working hours or if the district pays the cost of the workshop.

Qualifying for the Awards - When an employee has completed ten approved growth units, he/she shall receive an annual "growth award" in the amount of \$500.

Eligible regular employees working on the twelve-month assignment basis shall receive the full amount of the award. Those employees working on a ten or eleven-month assignment basis, or working less than eight hours per day, shall receive the award prorated on the basis of hours worked.

An employee is not eligible for a growth award until his/her second anniversary. Credit earned during the first two years of work may be applied toward the growth increment, but the increment will not be awarded until after the employee's second anniversary.

An employee may not earn an award more often than once in any two-year period and can only apply a maximum of ten units within any two-year period; however, there is no time limit on the accumulation of the ten units.

The maximum number of growth awards any employee may receive under this program shall be three.

Application to Participate - Prior to commencing growth activities, a tentative program for Professional growth must be completed by the employee, outlining his/her anticipated activities, and submitted to the superintendent.

Pre-approval for credit is required. Evidence of attendance at special events and a short summary of lecture, workshops, conferences, etc., must be presented to the employee's immediate supervisor within two weeks of attendance. The summary should include a statement of evaluation of the presentation. The final sentence of the report shall be an affirmation of attendance and the employee's signature. The report should be countersigned by the supervisor and the superintendent and returned to the employee for his/her records.

It is the responsibility of the employee to maintain his/her own file of report cards, transcripts, or other acceptable certification of courses completed. When the employee has completed the required ten units, all records are to be submitted to the superintendent for certification.

## ARTICLE XVII EVALUATION

Each employee shall be advised of their principal or supervisor immediately upon hiring or within 15 days of any change. If an employee holds two positions in the same classifications at different sites or holds positions in different classifications, he/she shall receive an evaluation from their supervising administrator for each position.

### EVALUATION -PROBATIONARY STATUS

Each employee shall be evaluated by his/her principal or supervisor at least twice during their probationary period of ~~one year~~ six months. These evaluations will be no later than the end of the ~~third~~ second month and no later than the end of the ~~seventh~~ fifth month. The final evaluation shall include a recommendation to either retain or dismiss the employee from the ~~position.~~

The Superintendent or designee may override the final recommendation of the evaluator as to whether the employee will be retained in the classified service.

### EVALUATION -PERMENAN STATUS

An employee may be evaluated by his/her principal or supervisor at any time during the school year. The purpose for this may be for indicating to the employee that improvement needs to be made in certain areas of the employee's work or for any reason deemed necessary. Such evaluations shall not be undertaken for harassment purposes.

All permanent employees shall be formally evaluated at least every three years. The evaluation shall be on forms approved by CSEA and the District. Evaluations must be completed by April 15th. Evaluations not completed by April 15<sup>th</sup> shall not be placed in the employee's personnel file unless by mutual agreement.

The evaluator shall present the evaluation to the employee and discuss it with him/her. The evaluation shall be signed to indicate receipt, but not necessarily agreement with the evaluation and the employee shall be given a copy.

If the employee wishes, he/she may make comments on a copy of their form with five (5) working days and submit it to their evaluator. If the evaluator makes comments on it, it shall be returned to the employee prior to filing it in the employee's personal records.

In the event the evaluation is unsatisfactory, the employee may request a meeting with (5) working days of receipt of the evaluation with the evaluator. If such a request is made, the evaluation shall not be placed in the employee's personnel file until after the meeting. The employee may have Union representation at the meeting.

The evaluator shall thereafter confer with the employee regarding his/her progress and make recommendations as to areas for needed improvement. The employee shall be reevaluated with (4) months, but no sooner than (30) thirty working days of the last evaluation. If the employee continues less than satisfactory performance or no improvement, the District may proceed with disciplinary action or termination. Discipline Article (Article VIII).

After completion, the evaluation reports shall be filed in the employee's personnel records maintained at the District Office. All personnel records shall be kept in confidence and be available for inspection only to the employee and Superintendent.

Except as is consistent with law, all or any portion of any item in the personnel file may be removed upon recommendation of a CSEA representative together with the Superintendent.

## **ARTICLE XVIII VACANCIES, TRANSFERS AND PROMOTIONS POSTING**

1. All new and vacant positions shall be posted.
2. Notice of all job openings shall be sent to each site and site representatives for posting. Internal and external posting will occur simultaneously.
3. The local CSEA Association President shall be sent a copy of the notice at the time of posting.

institutes with or without loss of pay upon the approval of the employee's supervisor.

### BREAK IN SERVICE

Employees on approved leave shall have no change in their seniority status as it relates to first day of employment.

Salary step increases shall only be granted if the employee is in paid status for one-half or more of their assigned work year.

## ARTICLE XIII HOLIDAYS

### SCHEDULED HOLIDAYS

The Board agrees to provide all classified employees with the following paid holidays:

New Year's Day- January 1  
 King's Day  
 Lincoln's Day  
 Washington's Day  
 Memorial Day  
Juneteenth National Independence Day  
 Independence Day- July 4  
 Labor Day  
 Admissions Day-(Day before Thanksgiving designated by the District)  
 Veteran's Day  
 Thanksgiving Day- fourth Thursday in November as proclaimed by the President  
 Friday after Thanksgiving Day  
 Christmas Eve - December 24  
 Christmas Day - December 25  
 New Year's Eve - December 31  
 Leap Year - February 29

### ADDITIONAL HOLIDAYS

Any day during the school year in which school is closed and teachers have the day off, other than legal recess periods as defined in Education Code Section 45203, shall be a paid holiday for classified employees.

### ADMISSION DAY

If the governing board of a school district does not designate September 9, known as Admission Day, as a paid holiday for classified employees the school district shall provide a substitute holiday for such employee. (See Admissions Day above)

### LEAP YEAR

All 12 month employees will be given one (1) day off with no loss in pay in the appropriate year, according to the annual school calendar. If the employee is called in on this day, it will be treated as overtime, like any holiday.

### HOLIDAYS ON SATURDAY OR SUNDAY

When a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday. Except as provided in section 13.3.2, when a holiday falls on Sunday, the following

month in which the retiree becomes Medicare eligible (Example: If you become Medicare eligible on April 20 Medicare coverage begins April 1st and the district contribution ceases March 31st.)

At the time of retirement an employee shall have the option of purchasing district dental and vision insurance at the employee's expense, consistent with regulations of the JPA.

#### DURATION OF BENEFITS

An employee who has been employed by the district for fifteen (15) consecutive years and resigns shall have the option of purchasing group health, dental and vision insurances at the employee's cost, consistent with the regulations of the Butte Schools Self-Funded Joint Powers Authority. At no time shall the District incur any expense for this insurance.

### ARTICLE XVI SALARIES

Unit members shall be paid wages pursuant to the attached Appendices "A" and "B".

#### PLACEMENT ON THE SALARY SCHEDULE

Employees entering service with the District for the first time will be given credit on a year to year basis at the time of initial placement for previous experience at a public or private institution. Prior experience shall be earned one step per year up to step ~~nine~~ five and ~~one year of credit for each two years of prior experience up to a maximum of fifteen years.~~ (Retroactive July 1, 2017)

~~At the completion of each anniversary year, the employee shall advance one step on the salary schedule until Step 5. After the employee has worked for the District for seven anniversaries, he/she will advance to Step 7; after nine anniversaries to Step 9; and so on until the highest classification is reached. An employee who is placed on a step greater than Step 5 due to the provisions of Article XVIII (Vacancies, Transfers and Promotions) shall remain on the greater step until the employee's anniversary is equal to the next step.~~

At the completion of each anniversary year, the employee shall advance one step on the salary schedule.

#### BUS DRIVERS

1. Unit members hired in a full-time Grounds or Maintenance position after October 27, 1997, shall obtain a bus driver's license for the term of their employment with the District. Any custodian hired shall be encouraged, but not required, to obtain a bus driver's license.
  - a. The employee shall begin training within the first three months of employment.
  - b. Prior to the end of the probationary period, the employee shall complete the training and pass the written and performance parts of the bus driver exam.
  - c. In the event the employee is unable to complete the training and/or pass the exams in this timeline or fails to maintain his/her license, subsequent step increases shall be withheld until the license is maintained.

~~d. Training shall be scheduled by the District. In the event that the training does not~~

<u>Continuous Daily Hours*</u>	<u>Paid Rest Periods</u>	<u>Unpaid Meal Period</u>
Less than 3.50 hours	None required	None required
3.50 hours-4.99 hours	1 @ 15 minutes	None required
5.00 hours-5.99 hours	1 @ 15 minutes	30-60 minutes (may be waived by mutual consent of the employee and supervisor)
6.00 hours-7.49 hours	1 @ 15 minutes	30-60 minutes
7.50 hours or more	2 @ 15 minutes	30-60 minutes

\*Continuous daily hours mean one or more assignments which, by district scheduling, span a continuous block of time. Multiple assignments which do not span a continuous block of time are not subject to this provision. Assignments which have split shifts by district scheduling are to be considered as continuous for purposes of this provision.

12. A classified employee selected to fill a coaching position shall normally be released from his/her regular duties without loss of compensation to fulfill his/her duties as a coach. However, in the event that the employee's regular position is determined to be critical, in the sole discretion of the district, he/she may be required to complete his/her regular duties and may not be released to attend to coaching duties.

## ARTICLE XI LAYOFFS AND REEMPLOYMENT

### 2012-2013:

1. Required Negotiations: The District shall negotiate the effects of lay off, and the decision and effects of a reduction in hours upon demand by CSEA.
2. Order of Lay off: The order of lay off within a classification is based on seniority. The employee, who has the least seniority, as defined in Article V definition, shall be laid off first.
  - a. In the event two (2) or more employees have identical seniority and hours, as defined in Article V, the decision as to which employee has the greater seniority shall be based upon total District seniority, including service in lower classifications in which the employees have served. If the employees still have equal seniority, the seniority will be determined by lottery.
3. Notice of Lay off: The District will notify CSEA Chapter #478 *President* in writing of the specific positions that it is recommending for elimination and the specific positions subject to lay off as a result of the elimination of those positions. Along with the notice, the District shall provide CSEA with seniority lists for all affected classifications. CSEA will review the seniority list and the parties will work together to identify and correct any errors. As soon as possible after the notice is sent to CSEA, the District and CSEA will meet to discuss the specifics of position elimination, any resulting administrative transfers, bumping, and any resulting layoffs.
  - a. ~~Employees subject to layoff shall receive a minimum of sixty (60) calendar days' notice prior to the effective date of lay off. The parties agree that if the statute requiring sixty (60) calendar layoff notices is amended to reduce the number of day that notice is required, the district shall have the right to provide layoff notices as provided by the amended statute or to~~

~~provide forty-five (45) days' notice, whichever is greater. The layoff notice shall be personally delivered or sent by registered mail to the last address given to the district. A copy of the layoff notice will be sent to the CSEA Chapter President. The notice shall contain the following:~~

- ~~1. The reason for layoff (e.g. lack of work or lack of funds);~~
- ~~2. The effective date of lay off;~~
- ~~3. A copy of Article V and Article XI~~
- ~~4. The name and number of the district representative who may be contacted with questions;~~
- ~~5. A copy of the applicable statues related to layoff and reemployment rights.~~

#### ~~4. Lay off Process and Bumping Rights~~

- ~~a. An employee whose position is eliminated or reduced shall be allowed to exercise bumping rights within the classification and up to hours previously held provided he/she is not the least senior employee. If he/she is the least senior employee in the classification, then he/she may exercise bumping rights into other classifications and hours in which he/she has previously served in accordance with his or her seniority. This process shall continue until the least senior employee is laid off or exercises bumping rights into another classification and hours in which he/she has served.~~
- ~~b. An employee who has been laid off from his/her position in one classification may bump into any classification in which she/he has seniority and up to previous amount of hours held. The employee must hold all required certifications and meet all tests of fitness required for the classification. The order of which classification he/she shall be able to bump into shall be:~~

~~Higher classifications, then  
Equal classifications, then  
Lower classifications~~

~~If a less senior employee is bumped, he/she may then exercise his/her right to bump any employee with less seniority provided the hours previously held are equal or more than the person they bump or bump into a vacant position. This process shall continue until the least senior employee is laid off or exercises bumping rights into another classification in which he/she has served subject to the provisions outlined herein.~~

- ~~c. Required Meetings: The District will conduct a meeting or meetings with affected employees to determine individual bumping choices and the employee may choose to have a representative present at all such meetings.~~

#### ~~5. Reemployment Rights~~

- ~~a. Reemployment shall be in reverse order of lay off, with the most senior being reemployed first. Employees who are laid off will be eligible for reemployment in any position within their former classification for a period of thirty-nine (39)~~



- months, and shall be reemployed in preference to new applicants. In addition, such employees laid off shall have the right to apply for promotional positions within the District during the thirty nine (39) month period.
- b. ~~Employees who take a voluntary demotion and/or voluntary reduction in assigned time in lieu of lay off shall be granted the same rights as unit members laid off for a period of thirty nine (39) months to be reinstated to a position in their former, higher level classification and/or increase their assigned time back to the same level as the position he/she formerly held.~~
- c. ~~Offers of reemployment shall be made either by e-mail, personal service or via Registered mail sent to the last known address and shall include the specific vacancy and hours being offered, the rate of pay, level of benefits, a current job description, and a form that includes instructions for acceptance or refusal of the offer of reemployment, time limit for acceptance or refusal, and a place for the laid off employee's signature. A stamped, self-addressed envelope shall be included to return the form and must be postmarked by no later than the end of the time limit for response. Failure to reply within seven (7) working days from date of personal service or ten (10) days from the mailing of the offer of reemployment shall be deemed a refusal of that offer of reemployment. It is the laid off employee's responsibility to file a current contact information and current mailing address with the District Office.~~
- d. ~~An employee who is laid off and is subsequently rehired from the reemployment list shall have his/her full accrued balance of sick leave at the time of layoff from the district restored in the manner provided under Education Code Section 45309.~~
- e. ~~Step Increases for employees who are reemployed shall be as follows:~~
- a. ~~If the employee is reemployed before January 31 of the fiscal year they shall receive their next step increase effective July 1 of the following fiscal year. For example, if an employee were reemployed on November 15, 2008, they would receive their next step increase on July 1, 2009.~~
- b. ~~If the employee is reemployed on February 1 or later of the fiscal year, they shall receive their next step increase on July 1 of the second fiscal year following their reemployment. For example, if an employee were reemployed on February 15, 2009 they would receive their next step increase on July 1, 2010.~~
- f. Upon lay off, vacation and compensatory time earned and unused at the time of lay off shall be computed and paid off with the final warrant due the employee.

## ARTICLE XII LEAVES

### SICK LEAVE

1. Full-time employees shall be entitled to leave of absence for illness or injury at full-time pay at the rate of one day per month. Months of service shall be determined using the schedule under Article XIV, Vacation, Accumulation. In no case shall the amount be

## ARTICLE XI

## LAYOFFS AND REEMPLOYMENT

1. Required Negotiations: The District shall negotiate the effects of lay off, and the decision and effects of a reduction in hours upon demand by CSEA.
2. Order of Lay off: The order of lay off within a classification is based on seniority. The employee, who has the least seniority, as defined in Article V definition, shall be laid off first.
  - a. In the event two (2) or more employees have identical seniority and hours, as defined in Article V, the decision as to which employee has the greater seniority shall be based upon total District seniority, including service in lower classifications in which the employees have served. If the employees still have equal seniority, the seniority will be determined by lottery.
3. Notice of Lay off: The District will notify CSEA Chapter #478 *President* in writing of the specific positions that it is recommending for elimination and the specific positions subject to lay off as a result of the elimination of those positions. Along with the notice, the District shall provide CSEA with seniority lists for all affected classifications. CSEA will review the seniority list and the parties will work together to identify and correct any errors. As soon as possible after the notice is sent to CSEA, the District and CSEA will meet to discuss the specifics of position elimination, any resulting administrative transfers, bumping, and any resulting layoffs.
  - a. Notice of layoff shall be provided in accordance with the provisions of applicable law. (Ed. Code section 45117.)
  - b. When the District will lay off a classified employee for the ensuing year due to lack of work or lack of funds, a written preliminary notice of layoff must be served on the employee no later than March 15, except as provided by law.
  - c. When the District will lay off a classified employee due to the expiration of a specially funded program, a written notice of layoff must be served on the employee not less than sixty (60) days prior to the effective date of their layoff informing them of their layoff date and their displacement rights, if any, and reemployment rights.
  - d. Notice shall be served personally or sent by certified mail to affected employees at their last address on file with the District.
  - e. The notice shall contain:
    1. The reason for the layoff;

2. The effective date;
3. The employee's displacement rights, if any;
4. The employee's reemployment rights; and
5. The employee's hearing rights, if the layoff is not due to the expiration of a specially funded program..

#### 4. Hearing Rights

- a. Except as provided by law, a classified employee subject to layoff may request a hearing to determine if cause exists for not reemploying the employee the following school year. A request for hearing must be in writing and delivered to the Superintendent or designee within seven (7) calendar days after the date the notice of layoff is served on the employee. A failure to request a hearing within this timeframe shall constitute a waiver of the employee's right to a hearing.
- b. If a hearing is properly requested, the proceedings shall be conducted consistent with Education Code section 45117(c) and other applicable provisions of law.
- c. A final notice of layoff shall be given to the employee before May 15 unless a continuance is granted or agreed to. If a continuance is granted or agreed to, the date to serve the final notice of layoff will be extended the number of calendar days of the continuance.

#### 5. Lay off Process and Bumping Rights

- a. An employee whose position is eliminated or reduced shall be allowed to exercise bumping rights within the classification and up to hours previously held provided he/she is not the least senior employee. If he/she is the least senior employee in the classification, then he/she may exercise bumping rights into other classifications and hours in which he/she has previously served in accordance with his or her seniority. This process shall continue until the least senior employee is laid off or exercises bumping rights into another classification and hours in which he/she has served.
- b. An employee who has been laid off from his/her position in one classification may bump into any classification in which she/he has seniority and up to previous amount of hours held. The employee must hold all required certifications and meet all tests of fitness required for the classification. The order of which classification he/she shall be able to bump into shall be:

Higher classifications, then

Equal classifications, then 1

If a less senior employee is bumped, he/she may then exercise his/her right to bump any employee with less seniority provided the hours previously held are equal or more than the person they bump or bump into a vacant position. This process shall continue until the least senior employee is laid off or exercises bumping rights into another classification in which he/she has served subject to the provisions outlined herein.

- c. Required Meetings: The District may conduct a meeting or meetings with affected employees to determine individual bumping choices and the employee may choose to have a representative present at all such meetings.

#### 6. Reemployment Rights

- a. Reemployment shall be in reverse order of lay off, with the most senior being reemployed first. Employees who are laid off will be eligible for reemployment in any position within their former classification for a period of thirty-nine (39) months and shall be reemployed in preference to new applicants. In addition, such employees laid off shall have the right to apply for promotional positions within the District during the thirty-nine (39) month period.
- b. Employees who take a voluntary demotion and/or voluntary reduction in assigned time in lieu of lay off shall be granted the same rights as unit members laid off for a period of thirty-nine (39) months to be reinstated to a position in their former, higher level classification and/or increase their assigned time back to the same level as the position he/she formerly held.
- c. Offers of reemployment shall be made either by e-mail, personal service or via certified mail sent to the last known address and shall include the specific vacancy and hours being offered, the rate of pay, level of benefits, a current job description, and a form that includes instructions for acceptance or refusal of the offer of reemployment, time limit for acceptance or refusal, and a place for the laid off employee's signature. A stamped, self-addressed envelope shall be included to return the form and must be postmarked by no later than the end of the time limit for response. Failure to reply within seven (7) working days from date of personal service or ten (10) days from the mailing of the offer of reemployment shall be deemed a refusal of that offer of reemployment. It is the laid off employee's responsibility to file a current contact information and current mailing address with the District Office.

- d. An employee who is laid off and is subsequently rehired from the reemployment list shall have his/her full accrued balance of sick leave at the time of layoff from the district restored in the manner provided under Education Code Section 45309.
- e. Step Increases for employees who are reemployed shall be as follows:
1. If the employee is reemployed before January 31 of the fiscal year, they shall receive their next step increase effective July 1 of the following fiscal year. For example, if an employee were reemployed on November 15, 2008, they would receive their next step increase on July 1, 2009.
  2. If the employee is reemployed on February 1 or later of the fiscal year, they shall receive their next step increase on July 1 of the second fiscal year following their reemployment. For example, if an employee were reemployed on February 15, 2009, they would receive their next step increase on July 1, 2010.
- f. Upon lay off, vacation and compensatory time earned and unused at the time of lay off shall be computed and paid off with the final warrant due the employee.

## ARTICLE XII LEAVES

### SICK LEAVE

1. Full-time employees shall be entitled to leave of absence for illness or injury at full-time pay at the rate of one day per month. Months of service shall be determined using the schedule under Article XIV, Vacation, Accumulation. In no case shall the amount be
-

policies, rules, regulations and practices in furtherance thereof; and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law. It is also agreed and understood that no grievance shall be filed solely on the basis of an alleged violation of this Article.

### **ARTICLE XX SAVINGS PROVISIONS**

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

### **ARTICLE XXI SUPPORT OF AGREEMENT**

The Board and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiate process. Therefore, it is agreed by the Association and Administration will support this Agreement for its term and will not appear before any public bodies to seek change or improvement in any matter subject to the meet and negotiate process except by mutual agreement of the Board and the Association.

### **ARTICLE XXII EFFECT OF AGREEMENT**

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over Board practices and procedures and over State laws to the extent permitted by State law and that in the absence of specific provisions in the Agreement such practices and procedures are discretionary.

### **ARTICLE XXIII COMPLETION OF MEETING AND NEGOTIATING**

This Agreement is, to the extent authorized by law, the entire agreement between the parties. It is agreed and understood that the provisions of this Agreement shall not be renegotiated for the term of this Agreement, except as specifically provided herein. Any such negotiated modifications to the Agreement shall be reduced to writing and shall be duly signed by the representatives of each party.

For ~~2019-2020~~ 2022-2023 each party may reopen negotiations of four articles by providing written notice to the other party by May 15, ~~2019-2022~~.

For ~~2020-2021~~ 2023-2024 each party may reopen negotiations of four articles by providing written notice to the other party by May 15, ~~2020~~ 2023.

In the final year of the agreement either party may open up any part of the entire agreement by providing written notice by May 15, ~~2021~~ 2025.

During the term of this agreement, the parties may, by mutual agreement, meet and negotiate concerning any item within the scope of representation.

**ARTICLE XXIV  
DURATION OF AGREEMENT**

This Agreement represents the entire agreement between the Board and the Association and shall become of full force and effect from July 1, ~~2019~~ 2022, and shall continue in full force and effect until Midnight, June 30, ~~2022~~ 2025.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on this \_\_\_\_\_ When ratified Board & CSEA  
(date)

**DURHAM UNIFIED SCHOOL  
DISTRICT**

**CALIFORNIA SCHOOL  
EMPLOYEES ASSOCIATION**



\_\_\_\_\_  
, President, Board of Trustees



\_\_\_\_\_  
Yolanda Prentice, Chapter President

Appendix A  
LIST OF CLASSES AND SALARY RANGES BY LEVEL OF  
RESPONSIBILITY

<u>Classification Title</u>	<u>Range</u>
Crossing Guard	1
Yard Duty	1
Cook 1	2
Child Paraprofessional	2
Passenger Car/Van Driver	2
Instructional Paraeducator	2
Special Education Paraeducator	3
Custodian 1	3
Custodian 1 (Majority of Assignment after 5 pm Office Clerk)	3A
Behavior Intervention Aide	4
College Readiness Coordinator	5
Health Technician	5
Campus Supervisor	5
Bus Driver/Custodian 1	6
Bus Driver/Groundsman 1	6
Bus Driver/Utility Person	6
Bilingual Paraeducator	7
Family Liaison/Bilingual	7
Library Technician	7
Secretary II	7
Groundman II	8
Maintenance Person	8
Special Projects Secretary	8
Mechanic/Dispatcher	9
Food Service Manager	9
Maintenance, Operations & Transportation Manager	10
 <u>Positions Currently Not Filled</u>	
Maintenance Person II	9
Custodian II	7
Director of Activities	5
District Office Clerk	6
Secretary 1	6



	Range											
	1	2	3	3A	4	5	6	7	8	9	10	11
1	15.50	16.12	17.25	17.75	17.25	17.50	18.00	18.75	20.75	22.25	25.50	27.50
2	15.81	16.44	17.60	18.11	17.60	17.85	18.36	19.13	21.17	22.70	26.01	28.05
3	16.13	16.77	17.95	18.47	17.95	18.21	18.73	19.51	21.59	23.15	26.53	28.61
4	16.45	17.11	18.31	18.84	18.31	18.57	19.10	19.90	22.02	23.61	27.06	29.18
5	16.78	17.45	18.67	19.21	18.67	18.94	19.48	20.30	22.46	24.08	27.60	29.77
6	16.95	17.62	18.86	19.41	18.86	19.13	19.68	20.50	22.69	24.32	27.88	30.06
7	17.11	17.80	19.05	19.60	18.86	19.13	19.68	20.50	22.69	24.32	27.88	30.06
8	17.29	17.98	19.24	19.80	19.05	19.32	19.88	20.70	22.91	24.57	28.16	30.37
9	17.46	18.16	19.43	19.99	19.24	19.52	20.07	20.91	23.14	24.81	28.44	30.67
10	17.63	18.34	19.62	20.19	19.43	19.71	20.27	21.12	23.37	25.06	28.72	30.98
11	17.63	18.34	19.62	20.19	19.62	19.91	20.48	21.33	23.61	25.31	29.01	31.29
12	17.63	18.34	19.62	20.19	19.62	19.91	20.48	21.33	23.61	25.31	29.01	31.29
13	17.99	18.71	20.02	20.60	19.62	19.91	20.48	21.33	23.61	25.31	29.01	31.29
14	18.89	19.64	21.02	21.63	20.02	20.31	20.89	21.76	24.08	25.82	29.59	31.91
15	18.89	19.64	21.02	21.63	21.02	21.32	21.93	22.85	25.28	27.11	31.07	33.51
16	19.83	20.62	22.07	22.71	21.02	21.32	21.93	22.85	25.28	27.11	31.07	33.51
17	19.83	20.62	22.07	22.71	22.07	22.39	23.03	23.99	26.55	28.47	32.62	35.18
18	20.82	21.65	23.17	23.84	22.07	22.39	23.03	23.99	26.55	28.47	32.62	35.18
19	20.82	21.65	23.17	23.84	23.17	23.51	24.18	25.19	27.87	29.89	34.25	36.94
20	21.86	22.74	24.33	25.04	23.17	23.51	24.18	25.19	27.87	29.89	34.25	36.94
21	21.86	22.74	24.33	25.04	24.33	24.68	25.39	26.45	29.27	31.38	35.97	38.79
22	21.86	22.74	24.33	25.04	24.33	24.68	25.39	26.45	29.27	31.38	35.97	38.79
23	21.86	22.74	24.33	25.04	24.33	24.68	25.39	26.45	29.27	31.38	35.97	38.79
24	21.86	22.74	24.33	25.04	24.33	24.68	25.39	26.45	29.27	31.38	35.97	38.79
25	22.96	23.87	25.55	26.29	24.33	24.68	25.39	26.45	29.27	31.38	35.97	38.79
26	22.96	23.87	25.55	26.29	25.55	25.92	26.66	27.77	30.73	32.95	37.77	40.73
27	22.96	23.87	25.55	26.29	25.55	25.92	26.66	27.77	30.73	32.95	37.77	40.73
28	23.64	24.59	26.31	27.08	25.55	25.92	26.66	27.77	30.73	32.95	37.77	40.73
29	23.64	24.59	26.31	27.08	26.31	26.69	27.46	28.60	31.65	33.94	38.90	41.95
30	23.64	24.59	26.31	27.08	26.31	26.69	27.46	28.60	31.65	33.94	38.90	41.95

Retro Pay will apply to the following areas:

1. Based on the contracted position hours for the 22/23 school year and retro back to July, 2022.
2. Any active employee as of 11/1/22.

Retro Pay will not apply to the following areas:

1. Any extra hourly duty before 11/1/2022
2. Any substitute time before 11/1/2022.

# DURHAM UNIFIED SCHOOL DISTRICT

Board Meeting Date: 11-16-2022

**SUBJECT:** Public Disclosure between Durham Unified School District and DUTA, CSEA, Confidential Classified and Administration Staff

**PREPARER:** Aimee Belev, Assistant Superintendent to Business and Operations

<b>RECOMMENDATION:</b>	<input checked="" type="checkbox"/> Approve	<input type="checkbox"/> Do Not Approve
	<input type="checkbox"/> Accept	<input type="checkbox"/> Discuss
	<input type="checkbox"/> Information Only	

Background:

Public Disclosure of the tentative agreement between Durham Unified School District and DUTA, CSEA, Confidential Classified and Administration Staff November 2022.

**PUBLIC DISCLOSURE FORM**

In Accordance with AB 1200 (Statutes of 1991, Chapter 1213) and GC 3547.5 and 3540.2

**Durham Unified School District**

Bargaining/Represented Unit: DUTA

Certificated  Classified  Confidential  Management

The proposed agreement covers the period beginning 07/1/22 and ending 6/30/23  
 It will be acted upon by the District Governing Board at the meeting on 11/16/22

**A. Proposed Change in Compensation**

Compensation	Cost prior to Proposed Agreement	Fiscal Impact of Proposed Agreement		
		Current Year Increase/Decrease to cost	Year 2 Increase/Decrease to cost	Year 3 Increase/Decrease to cost
1. Salary Schedule (This is to include Step and Column.)	3,699,113	296,531	300,978	305,493
2. Other Compensation Changes to Stipends, Bonuses, Longevity, O/T, Differential, etc.	55,744	4,459	4,526	4,594
Description of "Other Compensation"	n/a	n/a	n/a	n/a
3. Statutory Benefits STRS,PERS,FICA,WC,UI, Medicare, etc.	940,960	75,276	76,406	77,552
4. Health and Welfare Plans	570,642	0	0	0
5. Total Compensation (Add Items 1 thru 4)	5,266,459	376,266	381,910	387,639
Percentage Change		7.14%	7%	7%

**B. Average Cost of Compensation per Employee**

6. Total Number of Represented Employees (Use FTE's if appropriate)	53.4	53.4	53.4	53.4
7. Total compensation Cost for Average Employee	98,623	7,046	7,152	7,259

**C. Change to Fund Balance**

8. Fund Balance Prior to Agreement	3,259,496	
9. Fund Balance Following Agreement	2,883,230	0
10. Change to Fund Balance	376,266	
11. Economic Reserve Requirement	536,689	

**Disclosure of Collective Bargaining Agreement**

Page 2

- 12. Provide a summary of the terms of the agreement.  
 8% will be applied to the salary schedule and extra duties. No additions to health and welfare. Will retro back to July 1, 2022 for salary schedule pay only. Extra hours and substitute time will not be retro. Salary schedule did not receive an even distribution of 8%. However, the overall allocation resulted in 8%.

---



---

- 13. What was the negotiated percentage increase approved? For example, if the increase in "Year 1" was for less than a full year, what was the percentage increase given, what is the effective date of the increase, and what is the annualized percentage increase?  
 8% ongoing starting 7/1/22

---



---

- 14. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain)  
 Masters columns were added to the salary schedule. Currently, we are using an add-on 2% to allocate wages for masters. Now it is included on the schedule.

---



---

- 15. Proposed negotiated changes in non-compensation items (e.g., class size adjustments, staff development days, teacher prep time, etc.)  
 None

---



---

- 16. What contingency language is included in the proposed agreement (i.e., re-openers, etc.)?  
 None

---



---

**Source of Funding for Proposed Agreement**

**Current Year:**

- Funding was included in adopted budget
- Funding will come from designated reserves
- Funding will come from: General Fund

**Second Year:**

- Funding was included in adopted budget
- Funding will come from designated reserves
- Funding will come from: General Fund

**Third Year:**

- Funding was included in adopted budget
- Funding will come from designated reserves
- Funding will come from: General Fund

CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COST OF COLLECTIVE BARGAINING AGREEMENT

The disclosure document must be signed by the district Superintendent and Chief Business Officer at the time of public disclosure.

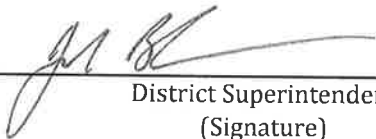
In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of Durham Unified School District hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the Durham Unified Teachers Association Bargaining Unit, during the term of the agreement from 07/01/22 to 06/30/23.

The budget revisions necessary to meet the costs of the agreement in each year of its term are as follows:

Two retirees will be allocated for the 23/24 school year. Their retirement notice has been submitted.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

N/A  (No budget revisions necessary)

  
District Superintendent  
(Signature)

11-10-22  
Date

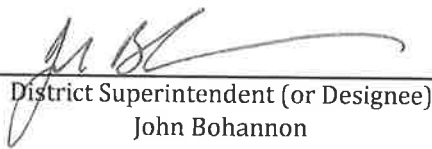
  
Chief Business Officer  
(Signature)

11/10/22  
Date

CERTIFICATION NO. 2: CERTIFICATION OF ACCEPTANCE BY BOARD OF PROPOSED COLLECTIVE BARGAINING AGREEMENT

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

  
\_\_\_\_\_  
District Superintendent (or Designee)  
John Bohannon

11-10-22  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Aimee Beleu  
Contact Person

\_\_\_\_\_  
(530) 895-4675  
Phone

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on \_\_\_\_\_, took action to approve the proposed Agreement with the \_\_\_\_\_ Bargaining Unit.

\_\_\_\_\_  
President (or Clerk), Governing Board

\_\_\_\_\_  
Date

**Special Note:** The Butte County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.

Appendix A

DUSD Certificated Salary Schedule  
2022-23 School Year

Step:	Intern / Special Cases	Step:	Column 1 BA + 30	w/ Masters	Step:	Column 2 BA + 45	w/ Masters	Step:	Column 3 BA + 60	w/ Masters
1	\$47,500	1	\$50,000	\$51,000	1	\$51,450	\$52,479	1	\$52,942	\$54,001
2	\$47,500	2	\$50,000	\$51,000	2	\$51,450	\$52,479	2	\$52,942	\$54,001
3	\$48,759	3	\$51,325	\$52,352	3	\$52,813	\$53,869	3	\$54,345	\$55,432
4	\$50,051	4	\$52,685	\$53,739	4	\$54,213	\$55,297	4	\$55,785	\$56,901
5	\$51,377	5	\$54,081	\$55,163	5	\$55,650	\$56,763	5	\$57,263	\$58,409
6	\$52,739	6	\$55,514	\$56,624	6	\$57,124	\$58,266	6	\$58,781	\$59,957
7	\$54,136	7	\$56,986	\$58,126	7	\$58,638	\$59,811	7	\$60,339	\$61,545
8	\$55,571	8	\$58,496	\$59,666	8	\$60,192	\$61,396	8	\$61,938	\$63,176
9	\$57,044	9	\$60,046	\$61,247	9	\$61,787	\$63,023	9	\$63,579	\$64,851
10	\$58,555	10	\$61,637	\$62,870	10	\$63,424	\$64,692	10	\$65,264	\$66,569
11	\$60,107	11	\$63,270	\$64,535	11	\$65,105	\$66,407	11	\$66,993	\$68,333
12	\$61,700	12	\$64,947	\$66,246	12	\$66,831	\$68,168	12	\$68,769	\$70,144
13	\$61,700	13	\$66,668	\$68,001	13	\$68,602	\$69,974	13	\$70,591	\$72,003
14	\$61,700	14	\$68,435	\$69,804	14	\$70,419	\$71,827	14	\$72,462	\$73,911
15	\$61,700	15	\$68,435	\$69,804	15	\$72,286	\$73,732	15	\$74,382	\$75,870
16	\$61,700	16	\$68,435	\$69,804	16	\$74,201	\$75,685	16	\$76,353	\$77,880
17	\$61,700	17	\$68,435	\$69,804	17	\$74,201	\$75,685	17	\$78,376	\$79,944
18	\$61,700	18	\$68,435	\$69,804	18	\$74,201	\$75,685	18	\$80,453	\$82,062
19	\$61,700	19	\$68,435	\$69,804	19	\$74,201	\$75,685	19	\$82,585	\$84,237
20	\$61,700	20	\$68,435	\$69,804	20	\$74,201	\$75,685	20	\$84,774	\$86,469
21	\$61,700	21	\$68,435	\$69,804	21	\$74,201	\$75,685	21	\$86,834	\$87,550
22	\$61,700	22	\$68,435	\$69,804	22	\$74,201	\$75,685	22	\$86,906	\$88,645
23	\$61,700	23	\$68,435	\$69,804	23	\$74,201	\$75,685	23	\$87,993	\$89,753
24	\$61,700	24	\$68,435	\$69,804	24	\$74,201	\$75,685	24	\$89,093	\$90,875
25	\$61,700	25	\$68,435	\$69,804	25	\$74,201	\$75,685	25	\$90,206	\$92,010
26	\$61,700	26	\$68,435	\$69,804	26	\$74,201	\$75,685	26	\$91,334	\$93,161
27	\$61,700	27	\$68,435	\$69,804	27	\$74,201	\$75,685	27	\$92,476	\$94,325
28	\$61,700	28	\$68,435	\$69,804	28	\$74,201	\$75,685	28	\$93,632	\$95,504
29	\$61,700	29	\$68,435	\$69,804	29	\$74,201	\$75,685	29	\$94,802	\$96,698
30	\$61,700	30	\$68,435	\$69,804	30	\$74,201	\$75,685	30	\$95,987	\$97,907
31	\$61,700	31	\$68,435	\$69,804	31	\$74,201	\$75,685	31	\$97,187	\$99,131
32	\$63,489	32	\$70,419	\$71,827	32	\$76,353	\$77,880	32	\$100,005	\$102,005

Recognizing the many different credential programs, Human Resources will evaluate credential units and place them accordingly on the salary schedule. Credential holders receiving credential units inclusive of their BA/BS will be credited up to a maximum of 30 post-BA/BS units on the salary schedule. The intent of this is to credit up to 30 units for the earned credential.



**APPENDIX B  
EXTRACURRICULAR ACTIVITIES**

**Salary-Based and Specified Compensation Positions:**

<b>Position</b>	<b>Pay</b>	
FFA. (school year)	10%	of current salary
FFA. (summer; 18 ½ days)	10%	
Counselor; grades 9-12 (summer; 18 ½ days)	10%	
Band	10%	
WASC/SPDC (See 9.6e)	5%	
Special ED Teachers	4%	
Additional Credential (See 17.4)	5.25%	
Elementary Combination (See 17.5)	5.25%	
DES VAPA Evening Performances (See Appendix E)	4%	(see appendix E)
Elementary School Student Council	2%	Based on Column II at longevity level in that activity
Intermediate School Yearbook	2%	
Outdoor School Teacher (Each)	2.5%	
High School Newspaper (if not a regular class)	3%	
High School Drama Advisor	3%	
High School Yearbook (if course is a single section)	4%	
Academic Decathlon (or Mock Trial??)	4%	
Girls Block Club	5%	
Block D	5%	
DHS Athletic Director	\$6,500	
DIS Athletic Director	\$1,500	
DHS Activities Director	\$5,000-\$6,000	\$5,000 (Year 1), \$5,500 (Year 2), \$6,000 (Year 3)
DIS Activities Director	\$1,500	
Odyssey of the Mind	\$3,672	(see appendix E ; \$163 per additional week beyond State Competition)
SkillsUSA Advisor	\$1,200	(see appendix E for additional compensation beyond the state level)
High School Head Class Advisors (4) - one per grade level 9-12	\$1,000	
High School Class Advisors (5) - one per grade level 9-11 and two for 12th grade	\$500	
Mentor Teacher	Mentor's hourly rate	(See Article 15)

APPENDIX B (continued)

Unit-Based Positions:

DHS VARSITY		DHS JR VARSITY		DHS ASST		DIS 7TH & 8TH		DIS 6TH		
Football (1)		Football (1)		Football (2)						
				High School CheerAdvisor (1)						
Boys Basketball (1)		Boys Basketball (1)				Boys Basketball (2)		Boys Basketball (1)		
Girls Basketball (1)		Girls Basketball (1)				Girls Basketball (2)		Girls Basketball (1)		
Girls Soccer (1)										
Boys Soccer (1)										
Softball (1)		Softball (1)		Softball (1)						
Cross-country (1)										
Baseball (1)		Baseball (1)		Baseball (1)						
Golf (1)										
Swimming (1)										
Volleyball (1)		Volleyball (1)								
Boys Wrestling (1)				Wrestling (1)						
Girls Wrestling (1)										
Track (1)		Track (1)		Track (1)						
Years*	Units**	Pay	Units**	Pay	Units**	Pay	Units**	Pay	Units**	Pay
1	2.0	\$2,200.00	1.5	\$1,650.00	1.2	\$1,320.00	1.2	\$1,320.00	1.2	\$1,320.00
2	2.2	\$2,420.00	1.6	\$1,760.00	1.3	\$1,430.00	1.3	\$1,430.00	1.3	\$1,430.00
3	2.4	\$2,640.00	1.7	\$1,870.00	1.4	\$1,540.00	1.4	\$1,540.00	1.4	\$1,540.00
4	2.6	\$2,860.00	1.8	\$1,980.00	1.5	\$1,650.00	1.5	\$1,650.00	1.5	\$1,650.00
5	2.8	\$3,080.00	1.9	\$2,090.00	1.6	\$1,760.00	1.6	\$1,760.00	1.6	\$1,760.00
6+	3.0	\$3,300.00	2.0	\$2,200.00	1.7	\$1,870.00	1.7	\$1,870.00	1.7	\$1,870.00

\* Years of coaching in a particular sport based on section 9.6.

\*\* The value of one unit is established in section 9.7

1 unit = \$1,100.00
---------------------

**PUBLIC DISCLOSURE FORM**

In Accordance with AB 1200 (Statutes of 1991, Chapter 1213) and GC 3547.5 and 3540.2

**Durham Unified School District**

Bargaining/Represented Unit: CSEA

Certificated  Classified  Confidential  Management

The proposed agreement covers the period beginning 07/1/22 and ending 6/30/23  
 It will be acted upon by the District Governing Board at the meeting on 11/16/22

**A. Proposed Change in Compensation**

Compensation	Cost prior to Proposed Agreement	Fiscal Impact of Proposed Agreement		
		Current Year Increase/Decrease to cost	Year 2 Increase/Decrease to cost	Year 3 Increase/Decrease to cost
1. <b>Salary Schedule</b> (This is to include Step and Column.)	1,360,523	108,842	110,474	112,132
2. <b>Other Compensation</b> Changes to Stipends, Bonuses, Longevity, O/T, Differential, etc.	58,973	0	0	0
<b>Description of "Other Compensation"</b>	n/a	n/a	n/a	n/a
3. <b>Statutory Benefits</b> STRS,PERS,FICA,WC,UI, Medicare, etc.	513,389	40,456	41,063	41,679
4. <b>Health and Welfare Plans</b>	287,820	0	0	0
5. <b>Total Compensation</b> (Add Items 1 thru 4)	2,220,705	149,298	151,537	153,810
<b>Percentage Change</b>		<b>6.72%</b>	<b>7%</b>	<b>7%</b>

**B. Average Cost of Compensation per Employee**

6. <b>Total Number of Represented Employees</b> (Use FTE's if appropriate)	36.7	36.7	36.7	36.7
7. <b>Total compensation Cost for Average Employee</b>	60,510	4,068	4,129	4,191

**C. Change to Fund Balance**

8. <b>Fund Balance Prior to Agreement</b>	<b>3,259,496</b>	
9. <b>Fund Balance Following Agreement</b>	<b>3,110,198</b>	0
10. <b>Change to Fund Balance</b>	<b>149,298</b>	
11. <b>Economic Reserve Requirement</b>	<b>536,689</b>	

**Disclosure of Collective Bargaining Agreement**

Page 2

- 12. Provide a summary of the terms of the agreement.  
 8% will be applied to the salary schedule. No additions to health and welfare. Will retro back to July 1, 2022 for salary schedule pay only. Extra hours and substitute time will not be retro. Salary schedule did not receive an even distribution of 8%. However, the overall allocation resulted in 8%. Mechanic's job description was adjusted, Food Service Manager days were incr  


---

---

---
- 13. What was the negotiated percentage increase approved? For example, if the increase in "Year 1" was for less than a full year, what was the percentage increase given, what is the effective date of the increase, and what is the annualized percentage increase?  
 8% ongoing starting 7/1/22  


---

---

---
- 14. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain)  
 Ranges were combined and step percentages were adjusted. Salary schedule will meet minimum wage rates for the 2023 calendar year starting January 1, 2023.  


---

---

---
- 15. Proposed negotiated changes in non-compensation items (e.g., class size adjustments, staff development days, teacher prep time, etc.)  
 None  


---

---

---
- 16. What contingency language is included in the proposed agreement (i.e., re-openers, etc.)?  
 None  


---

---

---

**Source of Funding for Proposed Agreement**

**Current Year:**

- Funding was included in adopted budget
- Funding will come from designated reserves
- Funding will come from: General Fund

**Second Year:**

- Funding was included in adopted budget
- Funding will come from designated reserves
- Funding will come from: General Fund

**Third Year:**

- Funding was included in adopted budget
- Funding will come from designated reserves
- Funding will come from: General Fund

CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COST OF COLLECTIVE BARGAINING AGREEMENT

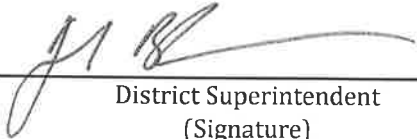
The disclosure document must be signed by the district Superintendent and Chief Business Officer at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of Durham Unified School District hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the Durham Unified Teachers Association Bargaining Unit, during the term of the agreement from 07/01/22 to 06/30/23.

The budget revisions necessary to meet the costs of the agreement in each year of its term are as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

N/A  (No budget revisions necessary)

  
District Superintendent  
(Signature)

11-10-22  
Date


  
Chief Business Officer  
(Signature)

11/10/22  
Date

CERTIFICATION NO. 2: CERTIFICATION OF ACCEPTANCE BY BOARD OF PROPOSED COLLECTIVE BARGAINING AGREEMENT

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

  
\_\_\_\_\_  
District Superintendent (or Designee)  
John Bohannon

11-10-22  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Aimee Beleu  
Contact Person

\_\_\_\_\_  
(530) 895-4675  
Phone

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on \_\_\_\_\_, took action to approve the proposed Agreement with the \_\_\_\_\_ Bargaining Unit.

\_\_\_\_\_  
President (or Clerk), Governing Board

\_\_\_\_\_  
Date

**Special Note:** The Butte County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.

	Range											
	1	2	3	3A	4	5	6	7	8	9	10	11
1	15.50	16.12	17.25	17.75	17.25	17.50	18.00	18.75	20.75	22.25	25.50	27.50
2	15.81	16.44	17.60	18.11	17.60	17.85	18.36	19.13	21.17	22.70	26.01	28.05
3	16.13	16.77	17.95	18.47	17.95	18.21	18.73	19.51	21.59	23.15	26.53	28.61
4	16.45	17.11	18.31	18.84	18.31	18.57	19.10	19.90	22.02	23.61	27.06	29.18
5	16.78	17.45	18.67	19.21	18.67	18.94	19.48	20.30	22.46	24.08	27.60	29.77
6	16.95	17.62	18.86	19.41	18.86	19.13	19.68	20.50	22.69	24.32	27.88	30.06
7	17.11	17.80	19.05	19.60	19.05	19.32	19.88	20.70	22.91	24.57	28.16	30.37
8	17.29	17.98	19.24	19.80	19.24	19.52	20.07	20.91	23.14	24.81	28.44	30.67
9	17.46	18.16	19.43	19.99	19.43	19.71	20.27	21.12	23.37	25.06	28.72	30.98
10	17.63	18.34	19.62	20.19	19.62	19.91	20.48	21.33	23.61	25.31	29.01	31.29
11	17.63	18.34	19.62	20.19	19.62	19.91	20.48	21.33	23.61	25.31	29.01	31.29
12	17.63	18.34	19.62	20.19	19.62	19.91	20.48	21.33	23.61	25.31	29.01	31.29
13	17.99	18.71	20.02	20.60	20.02	20.31	20.89	21.76	24.08	25.82	29.59	31.29
14	18.89	19.64	21.02	21.63	21.02	21.32	21.93	22.85	25.28	27.11	31.07	33.51
15	18.89	19.64	21.02	21.63	21.02	21.32	21.93	22.85	25.28	27.11	31.07	33.51
16	19.83	20.62	22.07	22.71	22.07	22.39	23.03	23.99	26.55	28.47	32.62	35.18
17	19.83	20.62	22.07	22.71	22.07	22.39	23.03	23.99	26.55	28.47	32.62	35.18
18	20.82	21.65	23.17	23.84	23.17	23.51	24.18	25.19	27.87	29.89	34.25	36.94
19	20.82	21.65	23.17	23.84	23.17	23.51	24.18	25.19	27.87	29.89	34.25	36.94
20	21.86	22.74	24.33	25.04	24.33	24.68	25.39	26.45	29.27	31.38	35.97	38.79
21	21.86	22.74	24.33	25.04	24.33	24.68	25.39	26.45	29.27	31.38	35.97	38.79
22	21.86	22.74	24.33	25.04	24.33	24.68	25.39	26.45	29.27	31.38	35.97	38.79
23	21.86	22.74	24.33	25.04	24.33	24.68	25.39	26.45	29.27	31.38	35.97	38.79
24	21.86	22.74	24.33	25.04	24.33	24.68	25.39	26.45	29.27	31.38	35.97	38.79
25	22.96	23.87	25.55	26.29	25.55	25.92	26.66	27.77	30.73	32.95	37.77	40.73
26	22.96	23.87	25.55	26.29	25.55	25.92	26.66	27.77	30.73	32.95	37.77	40.73
27	22.96	23.87	25.55	26.29	25.55	25.92	26.66	27.77	30.73	32.95	37.77	40.73
28	23.64	24.59	26.31	27.08	26.31	26.69	27.46	28.60	31.65	33.94	38.90	41.95
29	23.64	24.59	26.31	27.08	26.31	26.69	27.46	28.60	31.65	33.94	38.90	41.95
30	23.64	24.59	26.31	27.08	26.31	26.69	27.46	28.60	31.65	33.94	38.90	41.95

**PUBLIC DISCLOSURE FORM**

In Accordance with AB 1200 (Statutes of 1991, Chapter 1213) and GC 3547.5 and 3540.2

**Durham Unified School District**

Bargaining/Represented Unit: Unrepresented

Certificated  Classified  Confidential  Management

The proposed agreement covers the period beginning 07/1/22 and ending 6/30/23  
 It will be acted upon by the District Governing Board at the meeting on 11/16/22

**A. Proposed Change in Compensation**

Compensation	Cost prior to Proposed Agreement	Fiscal Impact of Proposed Agreement		
		Current Year Increase/Decrease to cost	Year 2 Increase/Decrease to cost	Year 3 Increase/Decrease to cost
1. Salary Schedule (This is to include Step and Column.)	160,069	12,806	12,998	13,193
2. Other Compensation Changes to Stipends, Bonuses, Longevity, O/T, Differential, etc.	0	0	0	0
Description of "Other Compensation"	n/a	n/a	n/a	n/a
3. Statutory Benefits STRS,PERS,FICA,WC,UI, Medicare, etc.	154,183	4,874	4,947	5,021
4. Health and Welfare Plans	32,946	0	0	0
5. Total Compensation (Add Items 1 thru 4)	347,198	17,680	17,945	18,214
Percentage Change		5.09%	5%	5%

**B. Average Cost of Compensation per Employee**

6. Total Number of Represented Employees (Use FTE's if appropriate)	3.0	3.0	3.0	3.0
7. Total compensation Cost for Average Employee	115,733	5,893	5,982	6,071

**C. Change to Fund Balance**

8. Fund Balance Prior to Agreement	3,259,496	
9. Fund Balance Following Agreement	3,241,816	0
10. Change to Fund Balance	17,680	
11. Economic Reserve Requirement	536,689	



**Disclosure of Collective Bargaining Agreement**

Page 2

- 12. Provide a summary of the terms of the agreement.  
 8% will be applied to the salary schedule. No additions to health and welfare. Will retro back to July 1, 2022 for salary schedule pay only. Extra hours and substitute time will not be retro.
- 13. What was the negotiated percentage increase approved? For example, if the increase in "Year 1" was for less than a full year, what was the percentage increase given, what is the effective date of the increase, and what is the annualized percentage increase?  
 8% ongoing starting 7/1/22
- 14. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain)  
 None
- 15. Proposed negotiated changes in non-compensation items (e.g., class size adjustments, staff development days, teacher prep time, etc.)  
 None
- 16. What contingency language is included in the proposed agreement (i.e., re-openers, etc.)?  
 None

**Source of Funding for Proposed Agreement**

**Current Year:**

- Funding was included in adopted budget
- Funding will come from designated reserves
- Funding will come from: General Fund

**Second Year:**

- Funding was included in adopted budget
- Funding will come from designated reserves
- Funding will come from: General Fund

**Third Year:**

- Funding was included in adopted budget
- Funding will come from designated reserves
- Funding will come from: General Fund

CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COST OF COLLECTIVE BARGAINING AGREEMENT

The disclosure document must be signed by the district Superintendent and Chief Business Officer at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of Durham Unified School District

hereby certify that the District can meet the costs incurred under the Collective Bargaining

Agreement between the District and the Durham Unified Teachers Association

Bargaining Unit, during the term of the agreement from 07/01/22 to 06/30/23

The budget revisions necessary to meet the costs of the agreement in each year of its term are as follows:

\_\_\_\_\_

\_\_\_\_\_


\_\_\_\_\_

\_\_\_\_\_


\_\_\_\_\_

\_\_\_\_\_

N/A  (No budget revisions necessary)

  
District Superintendent  
(Signature)

11-10-22  
Date

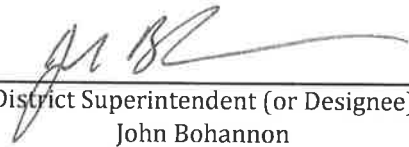
  
Chief Business Officer  
(Signature)

11/10/22  
Date

CERTIFICATION NO. 2: CERTIFICATION OF ACCEPTANCE BY BOARD OF PROPOSED COLLECTIVE BARGAINING AGREEMENT

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

  
\_\_\_\_\_  
District Superintendent (or Designee)  
John Bohannon

11-10-22  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Aimee Belev  
Contact Person

\_\_\_\_\_  
(530) 895-4675  
Phone

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on \_\_\_\_\_, took action to approve the proposed Agreement with the \_\_\_\_\_ Bargaining Unit.

\_\_\_\_\_  
President (or Clerk), Governing Board

\_\_\_\_\_  
Date

**Special Note:** The Butte County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.

**Durham Unified School District**  
**Confidential Classified**  
**2022-23**

Step/ Year	Business Clerk / District Admin Monthly	District Secretary Monthly	Business Clerk/ District Admin Hourly	District Secretary Hourly
1	2,946.13	3,698.52	17.01	21.35
2	3,094.87	3,875.69	17.86	22.37
3	3,252.34	4,059.41	18.77	23.43
4	3,409.81	4,245.33	19.68	24.49
5	3,580.42	4,446.54	20.66	25.66
6	3,580.42	4,446.54	20.66	25.66
7	3,755.38	4,560.27	21.66	26.31
8	3,755.38	4,560.27	21.66	26.31
9	3,950.06	4,669.63	22.80	26.95
10	3,950.06	4,669.63	22.80	26.95
11	4,153.45	4,787.75	23.97	27.63
12	4,153.45	4,787.75	23.97	27.63
13	4,153.45	4,787.75	23.97	27.63
14	4,354.68	4,908.03	25.13	28.32
15	4,354.68	4,908.03	25.13	28.32
16	4,571.22	5,028.32	26.38	29.01
17	4,571.22	5,028.32	26.38	29.01
18	4,800.87	5,150.82	27.70	29.72
19	4,800.87	5,150.82	27.70	29.72
20	5,039.26	5,282.03	29.07	30.48
21	5,039.26	5,282.03	29.07	30.48
22	5,039.26	5,282.03	29.07	30.48
23	5,039.26	5,282.03	29.07	30.48
24	5,039.26	5,282.03	29.07	30.48
25	5,170.49	5,415.45	29.83	31.24
26	5,304.93	5,556.25	30.61	32.05
27	5,304.93	5,556.25	30.61	32.05
28	5,442.84	5,700.72	31.41	32.89
29	5,442.84	5,700.72	31.41	32.89
30	5,584.36	5,848.95	32.23	33.75
31	5,584.36	5,848.95	32.23	33.75
32	5,729.56	6,001.01	33.06	34.62

**Notes:** For the 2022-2023 School Year  
**Effective:** July 1, 2022

**PUBLIC DISCLOSURE FORM**

In Accordance with AB 1200 (Statutes of 1991, Chapter 1213) and GC 3547.5 and 3540.2

**Durham Unified School District**

Bargaining/Represented Unit: Unrepresented

Certificated  Classified  Confidential  Management

The proposed agreement covers the period beginning 07/1/22 and ending 6/30/23  
 It will be acted upon by the District Governing Board at the meeting on 11/16/22

**A. Proposed Change in Compensation**

Compensation	Cost prior to Proposed Agreement	Fiscal Impact of Proposed Agreement		
		Current Year Increase/Decrease to cost	Year 2 Increase/Decrease to cost	Year 3 Increase/Decrease to cost
1. <b>Salary Schedule</b> (This is to include Step and Column.)	429,604	30,078	30,529	30,987
2. <b>Other Compensation</b> Changes to Stipends, Bonuses, Longevity, O/T, Differential, etc.	8,592	601	610	619
<b>Description of "Other Compensation"</b>	n/a	n/a	n/a	n/a
3. <b>Statutory Benefits</b> STRS,PERS,FICA,WC,UI, Medicare, etc.	124,825	8,223	8,346	8,472
4. <b>Health and Welfare Plans</b>	45,753	0	0	0
5. <b>Total Compensation</b> (Add Items 1 thru 4)	608,774	38,902	39,486	40,078
<b>Percentage Change</b>		<b>6.39%</b>	<b>6%</b>	<b>7%</b>

**B. Average Cost of Compensation per Employee**

6. <b>Total Number of Represented Employees</b> (Use FTE's if appropriate)	4.0	4.0	4.0	4.0
7. <b>Total compensation Cost for Average Employee</b>	152,194	9,726	9,871	10,020

**C. Change to Fund Balance**

8. <b>Fund Balance Prior to Agreement</b>	<b>3,259,496</b>	
9. <b>Fund Balance Following Agreement</b>	<b>3,220,594</b>	0
10. <b>Change to Fund Balance</b>	<b>38,902</b>	
11. <b>Economic Reserve Requirement</b>	<b>536,689</b>	

**Disclosure of Collective Bargaining Agreement**

Page 2

- 12. Provide a summary of the terms of the agreement.  
 8% will be applied to the salary schedule. No additions to health and welfare. Will retro back to July 1, 2022 for salary schedule pay only. Extra hours and substitute time will not be retro.

---



---



---

- 13. What was the negotiated percentage increase approved? For example, if the increase in "Year 1" was for less than a full year, what was the percentage increase given, what is the effective date of the increase, and what is the annualized percentage increase?  
 8% ongoing starting 7/1/22

---



---



---

- 14. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain)  
 None

---



---



---

- 15. Proposed negotiated changes in non-compensation items (e.g., class size adjustments, staff development days, teacher prep time, etc.)  
 None

---



---



---

- 16. What contingency language is included in the proposed agreement (i.e., re-openers, etc.)?  
 None

---



---



---

**Source of Funding for Proposed Agreement**

**Current Year:**

- Funding was included in adopted budget
- Funding will come from designated reserves
- Funding will come from: General Fund

**Second Year:**

- Funding was included in adopted budget
- Funding will come from designated reserves
- Funding will come from: General Fund

**Third Year:**

- Funding was included in adopted budget
- Funding will come from designated reserves
- Funding will come from: General Fund

CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COST OF COLLECTIVE BARGAINING AGREEMENT

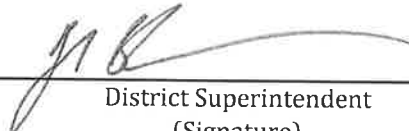
The disclosure document must be signed by the district Superintendent and Chief Business Officer at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of Durham Unified School District hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the Durham Unified Teachers Association Bargaining Unit, during the term of the agreement from 07/01/22 to 06/30/23.


The budget revisions necessary to meet the costs of the agreement in each year of its term are as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

N/A  (No budget revisions necessary)

  
District Superintendent  
(Signature)

11-10-22  
Date

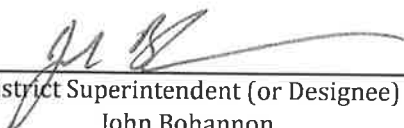
  
Chief Business Officer  
(Signature)

11/10/22  
Date

CERTIFICATION NO. 2: CERTIFICATION OF ACCEPTANCE BY BOARD OF PROPOSED COLLECTIVE BARGAINING AGREEMENT

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

  
\_\_\_\_\_  
District Superintendent (or Designee)  
John Bohannon

11-10-22  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Aimee Beleu  
Contact Person

\_\_\_\_\_  
(530) 895-4675  
Phone

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on \_\_\_\_\_, took action to approve the proposed Agreement with the \_\_\_\_\_ Bargaining Unit.

\_\_\_\_\_  
President (or Clerk), Governing Board

\_\_\_\_\_  
Date

**Special Note:** The Butte County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.



**Durham Unified School District  
Administrative Salary Schedule  
2022-2023**

<b>Year/ Step</b>	<b>Psychologist/ Speech Therapist 195</b>	<b>Superintendent * 225</b>
1	73,430	147,949
2	76,000	150,908
3	78,661	153,926
4	81,416	157,004
5	84,265	160,145
6	84,265	163,347
7	84,265	166,614
8	84,265	169,947
9	84,265	173,346
10	87,214	176,813
11	87,215	180,350
12	87,215	183,957
13	87,215	187,636
14	87,215	191,390
15	90,265	195,218
16	90,265	199,122
17	90,265	203,104
18	90,265	207,167
19	90,265	211,311
20	93,424	215,537
21	93,424	219,847
22	93,424	224,245
23	93,424	228,730
24	93,424	233,304
25	96,694	237,970
26	96,694	242,730
27	96,694	247,585
28	96,694	252,536
29	96,694	257,586
30	100,079	262,738
31	100,079	267,992
32	100,079	273,352

**Durham Unified School District  
Administrative Salary Schedule  
2022-2023**

<b>Year/ Step</b>	<b>Assistant Superintendent of Business and Operations 260</b>
1	104,220
2	107,867
3	107,867
4	107,867
5	111,643
6	111,643
7	111,643
8	115,550
9	115,550
10	115,550
11	119,594
12	119,594
13	119,594
14	123,780
15	123,780
16	123,780
17	128,113
18	128,113
19	128,113
20	132,596