

DUTA/DUSD Negotiations Summary
October 15 2015

Budget Update: Ron Sherrod submitted two budget projections: one showing a 3% increase to salary and the other without.

DUSD Original Budget Revised 10-14-15

Equals Net Ending Fund Balance-Total (Restricted and Unrestricted)

943.65 ADA (+ 3% to salary) 2015-2016	946.54 ADA 2016-2017	937.91 ADA 2017-2018
1,252,497	1,170,453	1,137,515
943.65 ADA 2015-2016	946.54 ADA 2016-2017	937.91 ADA 2017-2018
1,440,329	1,553,255	1,731,812

Discussions continued regarding DUSD spending from one time reserve versus ongoing money, and the state surplus funding for education the governor will be giving out for schools.

Negotiation Articles Remaining for Discussion: (Agreement not yet reached)

Article 17 – Salaries

- *On May 22, 2015 the Association proposed a compensation increase for its members of 9%, effective 2015-16.*
- *On June 22, 2015 the Association asked the District to come forward with a proposal, again referring the 9.27% increase in District monies from 2013-2015 that was not dedicated to salary, and the new monies projected for the next two years of 8.89 % increase per ADA*
- *On July 23, 2015 the District presented budget projections, then indicated in discussions that a compensation increase of 2.5% is the maximum the District believes could be offered, referring to continued deficit spending, declining*

enrollment, continued STRS/PERS increases, and the District priority to maintain small class sizes.

- *On September 23, 2015 DUTA’s response regarding compensation was as follows... “DUTA does not feel a 2.5% compensation offer reflects monies available to the District. We hope to explore increased funding realities for the District, along with increased enrollment, to find a compensation proposal more in-line with state money available. (For example, the state is restoring “Cost of Living” (COLA) dollars to schools.) DUTA has consistently taken the position that COLA dollars should to be used for member compensation.” The District believes COLA should be split between salaries and non-personnel costs.*

i. The District presented documentation comparing salary to other districts in the area. They stated the goal of the DUSD Board is to get salary up to the county average. A 3% salary increase was offered for 2015-16, if the 50/50 split language in Article 16: Employee Benefits is removed from contract language.

*ii. DUTA responded that the District offer of **2.5%**, plus **0.5%** if 50/50 split language is removed from Article 16b) is not DUTA’s fair share of ongoing District revenue of **7.48%** in 2014-15 and **8.69%** in 2015-16.*

iii. DUTA feels the District projections regarding future compensation increases are overly conservative estimates.

Discussion took place regarding the percent of total outgoing revenue going toward bargaining unit salaries declining, while total outgoing revenue is going up.

2011-12	45.71%
2012-13	44.75%
2013-14	44.91%
2014-15	42.07%
2015-16	42.93%

It appears to DUTA that the bargaining units’ percentage (our share of revenue dedicated to certificated staff) is declining; with less district revenue being spent on its most important educational factor, quality teachers. DUTA feels these percentages reflect a decline in teachers’ value in the District is; our share of what the District is spending is going down.

Ron Sherrod questioned the accuracy of the figures DUTA presented. He and Karla Rigsbee met with Mark Leach to discuss the budget figures. Following the meeting, Ron submitted some revisions to the CTA generated projections. (DUSD modifications are shown in parenthesis)

2011-12	45.71%
2012-13	44.75%
2013-14	44.91% (43.71)
2014-15	42.07% (42.51)
2015-16	42.93% (42.39)

Regarding the goal to get salary up to the county average, DUTA feels some of the districts that are much smaller than DUSD should be removed from comparison (BCOE, Bangor, and Feather Falls). The new comparison shows DUSD below the county average as shown below.

BA + 30 Step 1	BA + 45 Step 6	BA + 60 Step 10	Max Salary inc. Longevity
-8.36%	-9.72%	-13.53%	-7.50%

After looking at the figures, Len Foreman felt if we were going to take the small districts out of the county average, he would like to see the average with the largest school (Chico) taken out as well. Those figures are included below...

BA + 30 Step 1	BA + 45 Step 6	BA + 60 Step 10	Max Salary inc. Longevity
-8.36% (-9.39%)	-9.72% (-10.98%)	-13.53%(-15.62%)	-7.50%(7.42%)

In further discussions...

- In 2014-15 the District was no longer deficit spending, ending with a balance of \$63,533 and a projected profit in 2015-16 of \$425,427.
- The District replied that in 2014-15 the District did deficit spend, ending with a balance of <\$6,890> that will likely increase to nearly <\$90,000> once audit adjustments are accounted for and a projected “profit” in 2015-16 of \$356,421.
- The District stated that the ending fund balance was a result of unforeseen one time funds the District received from the State. The District reiterated its belief that one time funds should not be spent on ongoing expenses.
- DUTA feels that the restoration funds received by the State should allow compensation increases, due to the fact that funding was not available for salary during the years that funding was not realized.
- Enrollment is no longer declining, with an increase this year of 30 students. Ron Sherrod explained that “Per ADA” % money can’t be used to correlate to pay increases because we continue to close the enrollment gap over time as the District continues to grow.
- DUTA feels STRS/PERS increases are a cost of doing business, and the District can’t plan for this by taking the cost out of salary. The District has made a priority to maintain small class sizes, but this must be done with frugality. Too many small classes, or specialty teaching assignments, are too costly when considering the need to attract and retain quality teachers.
- The District believes that the annual STRS and PERS retirement increases that are forthcoming raises costs related to paying employees and decreases the amount of monies available for salary increases. Also, the reduction of small elective classes will lessen the attractiveness of DUSD and will cause students to leave the District.

Len Foreman shared a compilation of compensation settlements in Butte County. He estimated that the overall average of all reporting districts for the last two to three years was 3.5% compensation increase. The smaller and larger schools previously taken off the list when comparing salary to the county average (Bangor, BCOE, Feather Falls, and Chico) have also been omitted in the following table.

School	2014-15	2015-16
Durham	1.75%	not settled
Manzanita	3.45% (3 yr agreement, LCFF)	---

Biggs	4%	3%
Palermo	4%	3%
Oroville City	4.25% (1-1-15)	Increase takes effect 1-1-15
Paradise [5.25% (2013-14)]	not settled	not settled
Gridley	6%	4%

Article 16: Employee Benefits

- a. Change language providing insurance to employees who have exhausted paid leave (item 16.1, p. 32)

“Unit members who are absent on account of illness and who have exhausted their accumulated paid leave shall continue to receive full insurance coverage to be paid by the Unit member Board for that period of illness not to exceed twelve (12) months following exhaustion of said leave.

In June the team discussed how, after 100 days of differential pay, this would be affected by the Affordable Care Act, and questioned when long-term disability pay would take effect for an employee in these circumstances?

The District shared a correspondence regarding Standard Disability Coverage, and stated that the District would like to change the (12) month of paid insurance coverage to (6) months

- b. 50/50 split language:

The District states that they want to eliminate this language from the contract. The Association asked what would take the place of this language if it was removed? No new language was presented by the District. The Association is willing to look at changing the 50/50 split language if the District presents an alternative that serves the same purpose: to expedite negotiations between the District and the Association regarding the gap between the District contribution and the actual cost of health, dental and vision plans for members. *(When the \$745 cap was put in place, it was enough to cover the “middle” plan, which would now be equivalent to the Birch plan)* The Association notes that the health contribution we receive has fallen behind contributions of surrounding Districts.

Len shared information about Tiered Rates for health coverage; if a district chooses a tiered option, it is a two year commitment.

District	Health Contribution	Cost of Birch Plan	Out of Pocket Cost
Durham	\$745	\$1092	\$345
Oroville Elem.	\$845	\$1092	\$247
Oroville City	\$870	\$1092	\$222
*Chico	\$964 (increases to \$1,022 in 2016)	\$1092	\$128 (\$70 in 2016)

*Note that last year Chico negotiated to remove 50/50 language, with the compromise that now the District contribution to medical benefits will increase the same percentage as the salary increases.

The District asked that we look at a wider range of districts, and include compensation for vision and dental as well as health.

District	Salary: BA + 60 Step 10	Monthly Benefit contribution for Health, Vision, & Dental
Thermalito	\$70,420	\$650
Gridley	\$63,098	\$750
Manzanita	\$63,050	\$775
Durham (with proposed 2.5% salary increase 2015-16)	\$53,871	\$910
Palermo	\$63,423	\$924
Paradise	\$53,200	\$926

Biggs	\$52,161	\$927
Golden Feather	\$57,977	\$944
Oroville City	\$71,089	\$985
Chico	\$55,362	\$1,064
Oroville HSD	\$61,825	\$1,394

District offered a 0.5% increase to salary schedule to eliminate 50/50 split language.

Negotiation Articles/Agreement on the following articles has been reached...

Appendix B: Extracurricular Schedule

(District and DUTA have agreement on this article)

Proposed modifications to Appendix B...

- iv. Add a Coordinator for WASC...8% for three semesters (i.e. 2nd semester of school year before visit, both semesters of the visit year.) The principal shall be required to oversee the completion of the WASC action plans. The coordinator may be consulted about the implementation as needed.*
- v. Increase stipend for Outdoor School Advisors from 1% to 2.5%*
- vi. On-Staff Coaching Stipends: All stipends will increase the same percentage as the salary schedule increases.*
- vii. Class Advisors: There will be head advisor with a stipend of \$800per year, and class advisor(s) with a stipend of \$400 per year.*
- viii. New Teacher Mentor (description follows...)*

Mentor Teacher Program

Teachers new to the District will be assigned a Mentor Teacher from their school site. There will be only one Mentor Teacher at each site. The purpose of the Mentor Teacher is for peer assistance only, and the Mentor Teacher shall not participate in a performance review of the new teacher. The Mentor Teacher’s purpose is to ease the transition to the District. The Mentor Teacher will provide information regarding procedures, practices, as well as answer questions from the new teacher.

All communication between the Mentor Teacher and the new teacher shall be confidential, and without the written consent of the new teacher, shall not be shared with others, including administrators.

The minimum qualifications for the Mentor Teacher shall be:

- *A credentialed classroom teacher with permanent status.*
- *Three or more year's recent experience in classroom instruction.*
- *Demonstrated exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.*
- *The site principal shall approve the Mentor Teacher.*

The term of the Mentor teacher shall be one semester. During service as a Mentor Teacher and for one (1) year thereafter, a Mentor Teacher may not be appointed to an administrative position in the District without the written agreement of the Association. This agreement shall not be unreasonably withheld.

The Mentor Teacher shall be required to meet with the new teacher bi-weekly for a minimum of 30 minutes for the first semester to discuss questions or concerns brought up by the new teacher. These meetings will normally occur at a mutually agreed time when neither teacher is conducting class.

A Mentor Teacher may request release time to observe a new teacher. Release time must be approved by the site principal prior to it occurring.

Mentor Teacher compensation will be based upon their salary at an hourly rate.

2. Article 12– Assignments, Reassignments, and Transfers
(District and DUTA have agreement on this article)

The Association proposes adding the following language to item 12.1...

12.1d: “A unit member who is voluntarily or involuntarily transferred, reassigned, or moving to a different classroom, will be paid by the District for 6 hours, at the member’s hourly rate, to pack and prepare materials that need to be moved.

The District will also provide boxes, packaging material, and custodial staff to move the member’s materials to the new assignment location.”

Association members who make a personal request to move rooms will also receive boxes, packaging material, and custodial staff to move the member’s materials to the new assignment location, but are not eligible for the 6 hours pay at the hourly rate.

3. Article 10 – Leaves

(District and DUTA have agreement on this article)

The Association proposed the following modifications...

10.6 Kin Care Leave

During any calendar year, unit members are entitled to use up to one-half of their annual entitlement to sick leave described in this section to attend to ~~an illness of a~~ a child, parent or spouse of the employee. In disputed cases, the District may request the association member provide documentation.

10.9 Personal Necessity Leave

D. Nothing in this personal necessity leave section will restrict the District from denying personal necessity leave to a unit member when the District determines that a unit member’s absence(s) was not in compliance with this leave section. In disputed cases, the unit member will bear the burden of proof. Under the circumstances outlined above, the unit member shall make every effort to comply with District procedures to enable the District to secure a substitute. ~~Under all circumstances, a unit member shall verify in writing that the personal necessity leave was used only for the purposes stipulated.~~

Article 10: Leaves

(Discussion on his article has been tabled. No changes will be made at this time)

- a. *Streamline the language to reflect Family Medical Leave Act (FMLA) provisions.*

Article 12: Assignments, Reassignments, and Transfers

(District and DUTA have agreement on this article)

Item 12.2 - Notice of Vacancies (pg. 21)

a. During the school year, notices shall be dated and posted at a central location at each school site and in the district office. ***Vacancies will be posted externally at the same time as internal postings. All internal candidate will appropriate credentials will be interviewed.*** Notice of all vacancies shall remain posted for at least ten (10) working days at the above locations. In case of special circumstances, five (5) working days will be allowed. ***The current DUTA President, or designee, must be consulted prior to posting a vacancy for less than ten (10) days.*** Additionally, vacancies will be posted on EdJoin and each member shall be notified by school e-mail.

Add item 12.2 d: For posting of vacancies, all Extra-Curricular duties listed in Appendix B will be posted each year.

Discussion took place in regard to time of the postings: spring? End of a sports season? Some postings related to a specific position (ie. Outdoor School stipend that all sixth grade teachers have every year as a required duty) may not require a “posting of vacancy.”

Item 12.4- Involuntary Transfers (pg. 22) The District proposes added language noted in item a. 6...

- a. An involuntary transfer may be initiated by the District due to the following:
 1. Changes in enrollment;
 2. Staffing shortages or surpluses;
 3. Modifications, additions or deletions of programs and/or specific verified curriculum needs;
 4. A verified need for specialized skills;
 5. A need for improvement in performance as documented by evaluations.

6. When the transfer could benefit the unit member, the students, and/or the District.
7. As a result of layoff pursuant to 'EC 44995.

Article 14: Evaluation (p. 25)

(District and DUTA have agreement on this article)

The District would like to add language...

Item 14.1 - Timelines for Evaluation

October 1-Deadline for site administrators to meet with unit members individually to develop a formal evaluation plan. This plan shall include the evaluatee's selection of one (1) goal in each of the five (5) areas of the CSTP, and the scheduling of the first formal observation, pre-observation, and post observation conferences. *The evaluator may, but is not required to do so, select one additional goal for the evaluatee in each of the five areas of evaluation.*

Develop Job Descriptions:

(Discussion on this has been tabled. No changes will be made at this time)

The District superintendent will appoint a group to work on developing these over the course of the next year.