

**DURHAM UNIFIED SCHOOL DISTRICT'S RESPONSE TO DUTA  
PROPOSAL FROM MARCH 21, 2013**

**For May 16, 2013 Negotiations Session**

In response to the March 21, 2013 proposals by the Durham Unified Teachers Association, the District's responses and proposals are as follows. (This is a response to the red-line document presented by DUTA at the March 21, 2013 negotiations session).

**ARTICLE 1**

Delete the sentence in section 1.6 stating "Additional copies may be obtained from the district office upon request."

Otherwise agreed.

**ARTICLE 2, 3**

Agreed. Changes are non-substantive.

**ARTICLE 4:**

District counter proposal:

**Article 4: NEGOTIATION PROCEDURES**

1-4.1 The Board and Association agree to utilize, and are committed to, the interest-based bargaining process or such other methods and procedures as may be mutually agreed upon.

2. ~~Not later than the eleventh month of each fiscal year, the contract may be renegotiated as follows:~~

- ~~a. The Association may address four (4) contract articles;~~
- ~~b. The District may address four (4) contract articles; and,~~
- ~~c. Consistent with the interest-based bargaining process, other issues may be addressed at any time by mutual agreement.~~

4.2 Reopeners: During each school year, either party may re-open negotiations on compensation, benefits and two (2) articles of this agreement by giving written notice to the other party no later than February 1 of the school year prior to the school year that is the subject of the negotiations proposals.

4.3 Successor Agreement Negotiations: The parties shall exchange successor agreement proposals no earlier than November 15, 2013, and no later than February 1, 2014.

4.4 Both parties shall meet and negotiate in good faith on negotiable issues. Any agreement reached between the parties shall be reduced to writing and signed by their representatives.

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Either party may utilize the services of outside consultants.

- 4.5: The Board and the Association may discharge their respective duties required by this agreement by means of authorized officers, individuals, representatives or committees. The District and the Association may each designate up to 4 persons to attend negotiations sessions.
- 4.6: ~~Negotiations shall take place at mutually agreeable times and places and shall be scheduled both during instructional time and after outside of instructional time to minimize disruption of instruction.~~ The parties agree to minimize breaks and other interruptions.
- 6. ~~The association shall designate two representatives who shall each receive a reasonable number of hours per week of release time without loss of compensation to prepare for and attend impasse proceedings.~~
- 4.7: ~~The Board shall make available to the Association a copy of reports and budgetary data all county and state required reports within a reasonable time after the material is transmitted to the state, and a copy of all budgetary and other information it produces that are necessary for the Association to fulfill its role.~~
- 4.8: Not later than ~~October~~ September 15 the Board shall make available to the Association the placement of ~~unit~~ association members on their salary schedule, if such information is known by that date.

**ARTICLE 5, 6, 7**

Agreed. Non-substantive changes.

**ARTICLE 8**

Agree to proposed changes. District proposed and union agreed to the following for 8.10:

Elementary prep time providers (i.e. Art, Music, P.E.) shall teach no more than six 45-minute, single class sections a day, plus prep time. On the occasion that an intermediate or high school teacher is utilized as an elementary prep time provider, it is noted that the standard high school schedule at DHS is addressed in section 8.5 ~~five 50-minute sections a day, plus prep time.~~ Should any elementary prep time provider's average day fall below two hundred seventy (270) minutes, the association and District agree to meet and discuss the situation.

**ARTICLE 10**

- 10.1 – agreed
- 10.2 – Agreed except for 10.2.3 d. District proposal:

d. At the Association's discretion, in lieu of donated days, the Association may reimburse the District for the cost of a unit member's daily rate from funds maintained in the separate Association account mentioned in 3a. The daily rate shall be calculated using the average of existing unit members' daily rates, which shall be calculated on September 15 of each school year and provided to the Association for purposes of this article 10.2.

MATERNITY LEAVE: The District repeats its March 21 proposal

CHILD REARING LEAVE: The District repeats its March 21 proposal

BONDING LEAVE: Agreed to Association proposal.

KIN CARE LEAVE: No changes in either proposal.

FAMILY AND MEDICAL LEAVE:

The District's proposal:

10.5 FAMILY AND MEDICAL LEAVE ACT / CALIFORNIA FAMILY RIGHTS ACT / PREGNANCY DISABILITY LEAVE

Unit members are entitled to ~~unpaid~~ leave consistent with the ~~Federal Family and Medical Leave Act and the California Family Rights Act of 1993, and applicable State law.~~ Family and medical leave consists of up to 12 weeks of unpaid leave with health benefits and runs concurrently with other paid leaves allowed by law or by this Agreement. Employees may be required to submit verification of a serious health condition in order to be entitled to family and medical leave. Employees may use accrued sick leave during a family / medical leave to care for themselves or an immediately family member.

Pregnancy disability leave under California law consists of an additional grant of leave, up to 4 months of unpaid leave with benefits when the unit member is unable to work due to complications related to pregnancy. Pregnancy disability leave also runs concurrently with other paid leaves allowed by law or by this Agreement.

PERSONAL NECESSITY LEAVE: Agreed. Non-substantive changes.

LONG-TERM PERSONAL LEAVE: Agreed.

Remainder of article 10: Agreed.

For section 10.12 STUDY LEAVE:

Education Code sections ~~44966 to 44970.~~ *through*

**ARTICLE 12, 13, 14, 15**

Agreed to move language to 12.2 (b)

Otherwise agreed – non-substantive changes.

**ARTICLE 16**

Subsections 16.1 through 16.7 are non-substantive changes to remove outdated language and are agreed.

**Subsections 16.8 and 16.9:** No agreement. The District has no counter-proposal – the existing contract language is acceptable.

**ARTICLE 17, 18, 19, 20, 21**

Agreed. The proposal contains non-substantive changes and removes outdated language.