

Counter to DTA Package Proposal #1

The following is a package proposal that must be accepted in its entirety. If not accepted, DJUSD will revert back to prior positions for each article addressed below.

~~Strikethrough~~ = removal of language from current contract language

Bold = new language to current contract language

highlight= changes to DTA proposals

Tentative Agreement between the Davis Teachers Association and the Davis Joint Unified School District

Article 1 Agreement

1.2 This agreement shall remain in full force and effect from the date of ratification, up to and including June 30, ~~2019~~ **2022**, and thereafter shall continue in effect year by year unless one of the parties notifies the other in writing between the days of January 1 and February 1 of its request to modify, amend, or terminate the Agreement. The parties agree to the following annual reopeners for the ~~2018-2019~~ **2020-2021 and 2021-22**: salary and benefits, calendar, up to three non-monetary articles selected by each party, and additional articles as mutually agreed upon.

Memorandum of Understanding between the Davis Joint Unified School District and the Davis Teachers Association

This Memorandum of Understanding will sunset June 30, 2022

In acknowledgement that there may be circumstances where Special Education Teachers may be asked, by administration, to voluntarily accept case management duties over the state mandated 28:1 caseload limit; the District and DTA agree:

- To compensate Special Education Teachers at a rate of 1/14th of their daily rate per student over the 28:1 caseload limit.
- Compensation duration shall be calculated based on the number of days each student over the 28:1 caseload limit is on the member's respective caseload.
- Written agreement between the District and the member is required to add students over the 28:1 caseload limit.
- When an overage opportunity exists, the Director of Special Education or Designee will inform the Association President and teachers assigned to the site where the overage exists, requesting volunteers to take caseload overages.
- Should there be no appropriately credentialed volunteers at the site; the District will open the volunteer opportunity to all other appropriately credentialed teachers in the District.
- In the case that more than one appropriately credentialed teacher requests the voluntary overage assignment, the following criteria will be used (listed in order of priority): appropriate credential, site assignment and seniority.

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APPENDIX E

DAVIS JOINT UNIFIED SCHOOL DISTRICT
STIPEND RATES 2006-09

CLASS I \$4,298.00

7.25% of Step 10, Column III of the DTA Teachers Salary Schedule – Appendix B-2

Athletics

- **Junior High** School Athletic Director (~~double~~).
- Head Varsity Coaches in football, basketball, track, cross-country, wrestling, baseball, softball, soccer, tennis, field hockey, water polo, **swimming** and volleyball.

Co-Curricular

- High School Drama Director (school-wide production), Senior High School Band Director, Jazz Choir Choreographer, ~~and~~ Senior High ~~and annual~~ Yearbook Advisor, **Junior High Activities Director, Robotics Program Supervisor and Newspaper (HUB) Advisor.**
- **Senior High School Music Program Directors, which require musical performances (band, choral, orchestra), will receive 1/3 of a class I stipend per section taught.**

CLASS II \$2,957.00

5.0% of Step 10, Column III of the DTA Teachers Salary Schedule – Appendix B-2

Athletics

- Head Varsity Coaches in skiing, ~~swimming~~, gymnastics, diving, badminton, **golf, lacrosse and snowboarding.**
- Assistant Class I Varsity Coaches in **football, basketball, track, field hockey, cross-country, wrestling, baseball, softball, soccer, tennis, field hockey, water polo, and volleyball.**
- **Junior Varsity** Coaches in baseball, basketball, football, field hockey, soccer, softball and volleyball.
- Athletic Trainer (triple), Cheerleading Coach (double).

Co-Curricular

- ~~assistant field hockey and assistant cross country coaches; gymnastics; head sophomore coaches,~~ **Debate Coach** and High School Music Director (school-wide) productions.

CLASS III \$1,614.00

2.75% of Step 10, Column III of the DTA Teachers Salary Schedule – Appendix B-2

Athletics

- Assistant Class II Varsity Coaches in **skiing, swimming, gymnastics, diving, badminton, golf, lacrosse and snowboarding.**
- Assistant Junior Varsity Coaches, and Freshman Head and Assistant Coaches ~~and assistant fresh coaches; varsity golf coach.~~

Co-Curricular

- Academic Decathlon and ~~debate coaches; student newspaper advisor;~~ and Junior High Music and Drama Coaches **(school-wide).**
- **Junior High School Music Program Directors, which require musical performances (band, choral, orchestra), will receive 1/3 of a class III stipend per section taught.**

CLASS IV

- Staff Development Trainers _____ \$23.16 per hour
- Curriculum Writers _____ \$16.60 per hour
- Training Recipient _____ \$12.39 per hour

1.6% of Step 10, Column III of the DTA Teachers Salary Schedule – Appendix B-2

Athletics

- **Junior High School Head Coaches in cross country, volleyball, basketball, wrestling, soccer and track and field.**

MISCELLANEOUS

- Department Chairperson (secondary schools only)

~~\$216.50/FTE within the department to a maximum of \$1,082.50 (annual stipend paid in May).~~

0.4% of Step 10, Column III of the DTA Teachers Salary Schedule – Appendix B-2/ 1.0 FTE within the department to a maximum of five (annual stipend paid in May).

- Outdoor Education Camp

~~Beginning with the 2005-2006 school year, \$584.00~~ **0.2% of Step 10, Column III of the DTA Teachers Salary Schedule – Appendix B-2** prorated on the basis of the number of days served with five days as the requirement for the complete stipend (~~\$116.80~~ **\$122.75/day**).

- College Letters of Recommendation (high school only)

\$176.00 or release day (as described in Article 13.2.7)

- **Induction Mentor 4.5% of Step 10, Column III of the DTA Teachers Salary Schedule – Appendix B-2**

- **Teacher Residency Program Mentor 7% of Step 10, Column III of the DTA Teachers Salary Schedule – Appendix B-2**

- **Teacher Intern Program Mentor 8.2% of Step 10, Column III of the DTA Teachers Salary Schedule – Appendix B-2**

- **Professional Development Recipient or Trainer - \$41.00 per hour**

Memorandum of Understanding between the Davis Joint Unified School District and the Davis Teachers Association

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~~11.2 The Administration shall endeavor to maintain maximum student loads of 160 students per full time secondary teacher with the exception of physical education, typing, and music. The Administration shall maintain maximum student loads of 225 students per full time secondary physical education teachers. It is realized that internal, departmental, or school level procedures may be utilized in a consultation mode to assist in dealing with class sizes provided that such policies are within the established staffing ratios and seek to allow student access to learning programs. Sections 11.2.1 and 11.2.2 are subject to the concepts in this paragraph.~~

Because situations arise where a few or no constructive alternatives exist to having class sizes in excess of the above ideal maximums (in accordance with Article 11.2, 11.2.1, 11.2.2), the District and DTA agree to the following process:

- The District shall notify the Davis Teachers Association President and each affected teacher, with a student load more than 160 students for secondary teachers and 225 for secondary physical education teachers, in writing, of their overall student number and provide a copy of this Memorandum of Understanding within twenty-five (25) school days of the start of the first and second semesters.
- When class sizes exceed the ideal maximums (160 students per 1.0 FTE secondary or 225 students per 1.0 FTE physical education) the teacher will be compensated \$2 per student per day.
- Payment will be calculated based on the student load on the day after the last 'drop day' for each secondary site.
- Music, typing and independent sports/P.E. sections are exempt from the class size maximums.

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The Davis Teachers Association and Davis Joint Unified School District agree to create a joint task force of teachers and administrators whose purpose is to find acceptable elementary school schedules that allow for earlier student dismissal during conference week and maintain the number of instructional minutes required by the state. The task force shall meet with affected school sites and provide recommendations to the negotiations team by February 1, 2020.

DTA participants shall be compensated at the hourly PD rate (\$41.00/hour) for each hour the task force meets.

Tentative Agreement between the Davis Teachers Association and the Davis Joint Unified School District

Article 14: Salary and Fringe Benefits

In recognition of the Board of Education's commitment to closing the compensation gap the Davis Teachers Association and the District agree that all DTA bargaining unit members employed with the Davis Joint Unified School District as of September 15, 2019 shall receive a one percent (1%) on-going salary schedule increase for the 2019-2020 school year and a one-time lump sum payment of one percent (1%) based on their 2019-2020 annual salary. Payment shall be made no later than sixty (60) days from DTA and DJUSD agreement ratification and adoption by the Board of Education.

DTA and the District agree, that in the event the Board of Education places a Parcel Tax for Employee Compensation measure on the ballot, to negotiate the allocation of revenue generated by such a measure in order to close the compensation and benefits gaps in an equitable manner.



Victor Lagunes, DTA



Matt Best, DJUSD



Date



Date