

**Tentative Agreement between the Davis Joint Unified School District (District)
and the Davis Teachers Association (DTA)**

The Parties agree this Tentative Agreement concludes negotiations for the 2021-2022 and 2022-2023 school years, with the exception that if the District thereafter adopts a 45 day budget revision with increased state funding and/or COLA greater than the Governor's May 2022 revise which set COLA at 6.56% for 2022-2023, the Parties may reopen 2022-2023 negotiations for Article 14 salary and benefits only.

ARTICLE I: AGREEMENT

1.2 This agreement shall remain in full force and effect from the date of ratification, up to and including June 30, 2023, **with the exception that if the District thereafter adopts a 45 day budget revision with increased state funding and/or COLA greater than the Governor's May 2022 revise which set COLA at 6.56% for 2022-2023, the Parties may reopen 2022-2023 negotiations for Article 14 salary and benefits only.**

ARTICLE IX: REASSIGNMENT AND TRANSFER

9.1 **Definitions**

9.1.3 Transfer: Transfer is the relocation of a bargaining unit member (school to school, school to District Office, etc.)

9.3 **Assignment**

All members of the bargaining unit are given an initial assignment by the Board of Education in accordance with law. Assignment is the initial placement of a bargaining unit member in a specific location and position classification(s) in the school district.

9.3.1 The following bargaining unit classifications shall be considered placed at a specific school-site location: Classroom Teacher, Reading Specialist, Education Specialist (Special Education Teacher), English Language Specialist, Science Specialist, Counselor and Teacher Librarian. All provisions of Article IX shall apply to these members.

9.3.2. All other bargaining unit classifications shall be considered assigned to the District Office. Article IX shall not apply to bargaining unit members assigned to the District Office.

9.5 **Administratively-Initiated Reassignment and Transfer**

9.5.6 An administrator ~~principal~~ may enter into a conversation with a staff member regarding any position that would be available. Nothing in this section shall preclude the principal's right to conference with staff concerning open positions.

ARTICLE XI: CLASS SIZE

11.3 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** agrees **to the following process:** ~~have principals or their designee utilize collegial methods to attempt to resolve class size problems. These collegial methods may include but are not limited to assistance with additional aide time, release time for planning, preparation, or conferencing, readers or additional in-service training.~~

11.3.1 Elementary:

11.3.1.1 Principals or their designee utilize collegial methods to attempt to resolve class size problems. These collegial methods may include but are not limited to assistance with additional aide time, release time for planning, preparation, or conferencing, readers or additional in-service training.

11.3.2 Secondary:

11.3.2.1 No later than the final drop date, which is the twenty-fifth (25) school day following the start of the first and second semesters, the District shall notify the Davis Teachers Association President and each affected teacher with a student load of more than 160 students for secondary teachers and 225 for secondary physical education teachers, in writing, of their overall student number (not including Teaching Assistants).

11.3.2.2 When class sizes exceed the ideal maximums (160 students per 1.0 FTE secondary or 225 students per 1.0 FTE physical education) the teachers will be compensated \$2 per student per day that the overage occurs. Teachers will be compensated only for the number of days their student load is over the ideal maximum.

11.3.2.3 Payment will be calculated based on the student load on the day after the last 'drop day' for each secondary site.

11.3.2.4 Music, typing, and independent lifetime sports/P.E. sections are exempt from the class size maximums.

11.6 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 from 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.**

ARTICLE XIII: EXTRA-DUTY COMPENSATION

13.7 The extra duty rate of pay shall be ~~\$41.00~~ ~~\$33.60~~ per hour.

ARTICLE XIV: 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 will receive the following compensation:

- **For the 2021-2022 school year**
 - **A one-time lump sum payment of 1.0% of each bargaining unit member's base salary retroactive to July 1, 2021 for bargaining unit members employed as of the date of this agreement.**
 - **An on-going salary schedule increase of 1.7% of each bargaining unit member's base salary retroactive to July 1, 2021 for bargaining unit members employed as of the date of this agreement.**

- Add a 189 day sub-column for nurses to the PSYCHOLOGIST/ COORDINATOR/ SPEECH LANGUAGE PATHOLOGIST/MENTAL HEALTH THERAPIST salary schedule. The existing NURSES salary schedule shall be removed.
- Payments will be made within 60 days of the DTA ratification date and adoption by the Board of Education.
- For the 2022-2023 school year
 - A one-time lump sum payment of 1.0% of each bargaining unit member's base salary retroactive to July 1, 2022 for bargaining unit members employed as of September 15, 2022. Payments will be made on October 31, 2022.
 - An on-going salary schedule increase of 2.0% of each bargaining unit member's base salary.
 - Add \$1000 on-going to steps 1, 2 and 25 on the DTA Teacher, Elementary Counselor, and Head Counselor Salary Schedules effective July 1, 2022.
 - Increase all cells in steps 11, 13, 15, 17, 19 by 2% on the DTA Teacher, Elementary Counselor, Secondary Counselor and Head Counselor Salary Schedules effective July 1, 2022.
 - Beginning July 1, 2022, the hourly rate for the certificated teachers who teach the California Adult Education Program courses (High School Diploma, CTE, Workforce Preparation, Parent Child K12-Success, and English Second Language) will be \$41.00 per hour.
 - Full time unit members who provide adequate documentation of alternative medical coverage by the DTA ratification date and adoption by the Board of Education will receive a one-time lump sum payment of \$750. Unit members employed less than full time but half time or more shall receive a proration of the one-time lump sum payment.
 - Payments will be made within 60 days of the DTA ratification date and adoption by the Board of Education.

~~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.~~

14.12 Fringe Benefits

14.12.1 Effective January 1, 2022 ~~July 1, 2019~~, all full-time bargaining unit members shall receive the following District contributions toward medical ~~health and welfare~~ benefits:

Single Party: ~~\$6,245~~ **\$7,655**
Two Party: ~~\$10,145~~ **\$11,555**
Family: ~~\$12,245~~ **\$13,655**

Benefits will be available to domestic partners (registered with the Secretary of State) in the same manner as to married couples.

Any refunds due to benefit cap changes will be made within 60 days of the DTA ratification date and adoption by the Board of Education.

Effective July 1, 2022, all full-time bargaining unit members shall receive the following District contributions toward medical benefits:

Single Party: ~~\$7,655~~ **\$8,035**
Two Party: ~~\$11,555~~ **\$11,935**
Family: ~~\$13,655~~ **\$14,035**

Benefits will be available to domestic partners (registered with the Secretary of State) in the same manner as to married couples.

Any refunds due to these changes will be made within 60 days of the DTA ratification date and adoption by the Board of Education.

14.12.2 ~~Unit members are required to participate in the health, vision, dental, and employee assistance program except as indicated below.~~ **Effective July 1, 2022, for those members working .5 FTE or more, the District agrees to pay in full a bargaining unit member's mandatory District benefits which include vision, dental, and employee assistance program costs.**

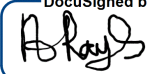
~~14.12.2.1 Effective January 1, 2022 full time unit members who provide adequate documentation of alternative medical coverage may waive medical benefits and elect a cash option as authorized by Internal Revenue Code 125 of an amount not to exceed the difference between the annual costs of required premium coverage and \$2,064. Unit members employed less than full time but half time or more shall receive a proration of the benefits.~~

~~14.12.3 In lieu of the cash option in 14.12.2.1 or a portion thereof, the unit member may allocate the funds to any of the available programs. Funds above the amount required to be used for premiums, contributed by the District, can only be utilized for District health care benefits and are not available as a cash option or for other 125 purposes. The intent of this provision is to allocate more~~


District resources for health care costs:

~~14.12.4 For the purpose of immediately enacting provisions of this article, the Board shall apply the differential, if any, to insurance programs currently held by individual employees and currently being deducted from monthly pay checks provided such programs comply with and fall into one of the categories in sections 14.12.2 and 14.12.3.~~

~~14.12.5 Within one month after this contract is ratified, the District shall notify individual employees as to current District monthly contributions toward the employee benefit plan and receive instructions from the individual bargaining unit members regarding disposition of the monthly differential for those benefits of the employee's choosing within the categories in section in 14.12.3. Such instructions from the employees shall be implemented for the next monthly pay period, assuming such instructions are received prior to the 10th of the month. Clerical requirements and insurance carrier requirements may cause modification of the above time limitation.~~

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Amanda Rayls, DTA Lead Negotiator

6/3/2022
Date

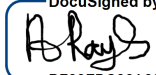
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Laura Juanitas, Associate Superintendent

6/3/2022
Date

**Memorandum of Understanding (MOU) between the
Davis Joint Unified School District (DJUSD) and the
Davis Teachers Association (DTA)**

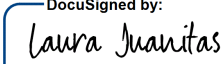
This MOU will sunset June 30, 2022.

In order to promote professional learning amongst the District's instructional staff the Davis Teachers Association and the District agree to add an additional optional two (2) work days for all instructional staff unit members to the 2021-2022 and 2022-2023 school years. The 2021-2022 days would be teacher-directed and would be completed by June 30, 2022. One day of the 2022-23 days would be District-directed and one day would be teacher choice for professional development scheduled in consultation with the Davis Teachers Association. These days would occur prior to the start of the 2022-23 school year and will be paid at their daily rate.

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Amanda Rayls, DTA Lead Negotiator

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Laura Juanitas, Associate Superintendent

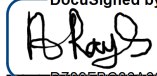
6/3/2022

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**Memorandum of Understanding (MOU) between the
Davis Joint Unified School District (DJUSD) and the
Davis Teachers Association (DTA)**

This MOU will sunset June 30, 2022.

For the 2022-23 school year, Special Education Case Managers may work up to three (3) additional prep days prior to the start of the school year in order to expedite services to students. Case Managers who choose to work any of these optional days shall be given access to their workspace(s) at their assigned sites and be paid at their daily rate.

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Amanda Rayls, DTA Lead Negotiator

6/3/2022
Date

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Laura Juanitas, Associate Superintendent

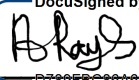
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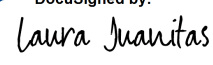
This MOU will sunset June 30, 2022.

DJUSD and DTA agree to continue the 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, 2023. The interest of both DJUSD and DTA is to implement a change in elementary school schedules by August 2023.

DTA participants shall be compensated at the extra duty pay rate of \$41.00 per hour for each hour the task force meets.

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Amanda Rayls, DTA Lead Negotiator

6/3/2022
Date

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Laura Juanitas, Associate Superintendent

6/3/2022
Date