

## TENTATIVE AGREEMENT

OCTOBER 19, 2016

### Article II Compensation

#### Appendix A

##### Salary Schedule

The District will place an across the board 4.5% salary increase to the Salary Schedule. This increase will be effective July 1, 2016.

#### Appendix B Status Quo

2.1.1 Each bargaining unit member shall be placed on the salary schedule (**Appendix A**) when initially employed and granted year-for-year credit for previous verified, full-time teaching experience in Grades TK-8 for up to seven (7) years. ~~-(“Full time” experience means at least 120 continuous school days in a single school year in one position.)-This shall be effective July 1, 2016 and shall only apply to teachers hired after July 1, 2016.~~

2.6.1 Teacher Compensation for Extra Duty Work is \$35/hour when performed...no further changes.

2.8.1.1 Compensation for extra emergency classroom/student coverage will be as follows:

- Davidson is to pay teachers who cover at a rate of ~~\$30~~ \$35 per class covered or at a rate of ~~\$50~~ \$55 per class covered on block schedule, up to ~~\$150~~ \$160 per day.
- TK-5 and Venetia Valley: \$30 \$35 per hour up to ~~\$150~~ \$160 per day if a single teacher covers a period of 50 minutes or more. If more than one teacher receives three or more students when students are dispersed a period of 50 minutes or more, then the ~~\$150~~ \$160 per day is divided among the receiving teachers.

### Article III

3.2.1 Bargaining unit members will work within one school year, the equivalent of eight (8) hours a day, excluding a 30-45 minute lunch break. Time spent on activities preparing for the following days' duties are included in this eight-hour equivalent, but it does not supplant required student service hours. Time spent on parent conferences, faculty meeting, district and school committees, district or school sponsored in-service meetings and other meetings required by the employer shall also count in the eight (8) hour equivalent.

- 3.2.1.1 Number of maximum minutes of instruction daily (except for minimum days and/or ~~extended day kindergarten~~) at each teacher grade level will be:

Instruction Minutes:

- Transitional Kindergarten 200 300
- ~~Extended~~ Kindergarten 250 300 maximum
- Grades 1-3 285 300
- Grades 4-6 305 320
- Grades 6-8 346 336

The increase in instructional minutes will be effective July 1, 2017.

The District and SRTA agree to convene a small working group to examine issues impacted by the increase in the instructional minutes, including but not limited to, banking time, uniform bell schedule issues, the structure of a kindergarten day if a full day kindergarten is not implemented at a particular site, and compliance with state and federal laws. This small working group shall convene no later than November 1, 2016 and shall make recommendations to the District and SRTA by December 22, 2016.

Remainder of the Article remains Status Quo.

**3.4 ~~EXTENDED DAY TRANSITIONAL KINDERGARTEN AND KINDERGARTEN~~ SUPPORT (effective July 1, 2017)**

- 3.4.1 ~~Extended Day Kindergarten shall include a maximum of 250 minutes of direct instructional class time. The schedule for the remaining onsite time shall be used for preparation and planning.~~
- 3.4.2 ~~Extended day~~ Transitional Kindergarten, Kindergarten and K/1 teachers shall have four release days a year for the purpose of individual student assessment. First grade teachers shall have three release days a year for the purpose of individual student assessment.
- 3.4.3 The administration acknowledges that the first week of school, while students are adjusting, requires additional support for transitional kindergarten and kindergarten teachers, such as from a student teacher and/or instructional aide time. The District will make a good faith effort to provide this additional support.
- 3.4.4 Schools now providing aide support will maintain their existing level of aide support as long as the funding source continues and contingent on the approval of Site Leadership Team (SLT). Schools currently not providing aide support will make every effort to find teachers, and SRTA representative at the site shall meet prior to the start of school year to develop strategy to provide support.

- 3.4.5 If the District configures more than one K/1 combination class with ~~extended-day-kindergarten~~, those classes shall not be at the same site. ~~An extended-day K/1 class will not be staffed with a teacher participating in the BTSA program.~~ In addition, no teacher will be required to teach a K/1 class for more than one year without the consent of the teacher. Any ~~extended-day-kindergarten~~ K/1 combination class shall be provided ~~2 hours of aide time per day for direct instruction, or other~~ mutually agreed support between the teacher and site administrator. This paragraph does not apply to multi-age K/1 classes.

### 5.3 CHILD ARRIVAL/CHILD REARING LEAVE

- 5.3.1 Leaves may be taken by a bargaining unit member ~~of either gender~~ for "Child Arrival." It is the intent of this section to meet or exceed the existing provision of the Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). Bargaining unit members exercising their leave rights under this section shall not be further entitled to additional leave under the ~~Family Medical Leave Act (FMLA)/California Family Rights Act (CFRA)~~. This provision shall be limited to use once in any twelve-month period. Utilization of this section does not preclude the bargaining unit member from further use of Section 5.4.

- 5.3.2 Personal Necessity Leave may be used for Child Arrival Leave.

- 5.3.3 Child Arrival Leave shall apply whenever a bargaining unit member ~~of either gender, whether single, married or in a California-recognized, registered domestic partnership, becomes a parent. This can occur as a result of childbirth, experienced by the bargaining unit member, a spouse or partner, or as the result of adoption.~~ Child Arrival Leave may also apply to a bargaining unit member who has given birth and has exhausted her their Maternity/ Paternity Sick Leave. This is a voluntary leave. Pursuant to AB 375 (Education Code section 44977.5), the bargaining unit members may be entitled to differential pay up to twelve weeks, if all sick leave is exhausted and all conditions of the law are met.

3.10.1 Each bargaining unit member shall have a period of time each day for meeting with students, parents and other fellow bargaining members. In grades TK-5, this time is scheduled before and/or after daily classes are held. In middle schools, the preparation/conference period will occur during the student day. Except in accordance with legal provisions, in cases of emergency, the preparation/conference period shall be pre-empted only with the prior consent of the bargaining unit member; provided, however, that if the existence of the emergency is questioned, the bargaining unit member must fulfill the administrative request and subsequently register a complaint.

4.2.1 A "Transfer" is a move from one district school to another district school. Whenever possible, an individual changing location will have an assignment at the same level - Primary (TK-3), Intermediate (4-5), or Middle School if preferred.

8.1.1 The staffing ratio at TK-5 shall be 25:1 for those classes not included in state-reimbursed Class Size Reduction (CSR). Classes reimbursed by CSR funds shall not operate above the state prescribed ration (currently 20:1).

8.1.2 No TK-5 classes shall exceed 28 students.

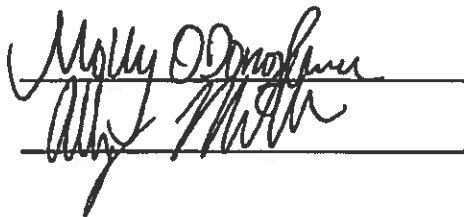
8.2.1 TK-5: An FI child by definition is a 1.0 FTE student. FI children count as 2.0 FTE for staffing purposes. An SDC child assigned 50% or more time to a class counts as one student; any combination of students that equals 75% of a day counts as one student.

16.1.1 Selection: The Induction Selection Committee shall select Support Providers. This committee shall consist of five (5) members, two of whom will be selected by the District, and three of whom shall be certificated teachers selected by the San Rafael Teachers Association. One of the teacher representatives shall teach grades TK-2, one shall teach in grades 3-5 and one shall teacher in grades 6-8. Of the District representatives, one must be a principal, and one must be a District Office Administrator. This may be the PAR panel.

17.2.1 The Peer Assistance and Review Program will be administered jointly by the PAR Coordinator and the PAR Panel, which shall consist of five (5) members, two of whom will be selected by the District, and three of whom shall be certificated teachers selected by the San Rafael Teachers Association. One of the teacher representatives shall teach in grades TK-2, one shall teach in grades 3-5 and one shall teach in grades 6-8. Of the District representatives, one must be a Principal, and one must be a District Office Administrator. The Panel will be chaired in the first year by a Teacher representative and in the following year by a member selected by the District. The chair will thereafter rotate on an annual basis between Association and District members.

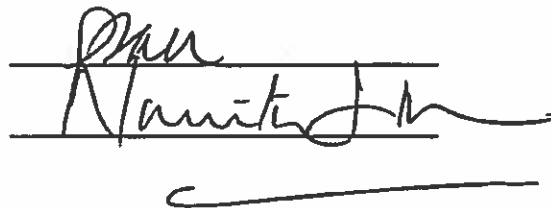
For SRTA

Date: 10/19/16

  
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For the District

Date: 10/19/16

  
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Tentative Agreement dated October 16, 2016  
Addendum

2.6.1 Teacher Compensation for Extra Duty Work is \$35/hour when performed (effective 7/2/16) ...no further changes.

~~2.1.2 Bargaining unit members shall be credited with professional experience on a year-for-year service basis up to and including seven (7) years. Starting psychologists may be placed up to step eight (8).~~

For SRTA

Date:

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\_\_\_\_\_

For the District

Date: 10/24/16

J. Paul, Assistant Sup. HR  
S. J. M. Long, Asst. Supt. Dir. Serv.