

TENTATIVE AGREEMENT
ANTIOCH UNIFIED SCHOOL DISTRICT
AND
ANTIOCH EDUCATION ASSOCIATION

ARTICLE 11
HOURS OF EMPLOYMENT

11.2 Meetings

11.2.1 Meetings, including staff meetings, curriculum meetings, department meetings, committee meetings, and in-service experiences are considered an integral teacher duty and may extend beyond the limits of the regular workday.

11.2.2 Unit members shall not be required to attend more than two (2) meetings per month (as outlined in 11.2.1) outside of the contracted workday. **These meetings shall not exceed seventy five (75) minutes beyond contract hours.**

11.2.3 Meeting Guidelines: The following meeting guidelines should be considered and followed when planning and/or attending meetings to be held before, during or after the school day:

A. Meetings should start and end on time.

~~B. In no event shall a meeting extend beyond ninety (90) minutes.~~

C. Meetings should be well planned and organized.

D. There should be a real need for the meeting.

E. An agenda for regularly-scheduled meetings shall be developed and distributed, emailed, or posted in a known location at least one (1) day before the meeting is to take place. Unit members may request to place items on the agenda of such a meeting.

F. Before calling a meeting the most effective method of communication, e.g. memo, E-mail, small group representative meetings, etc., should be considered.

G. The importance of everyone's time should be considered.

11.4 Unit members shall attend student planning meetings, which include IEP, 504, and SST meetings, as required. When possible, such meetings will be scheduled to occur within the regular workday. Unit members who are required to attend such meetings outside their regular work hours shall be compensated at the hourly rate of pay (see Article 12 and Appendix G: Extra Duty Schedule) for any such time beyond ~~three and one half (3 ½) hours~~ **two (2) hours** per month.

11.14.6 All unit members who teach in special education programs shall receive at least the same amount of preparation time per day/week as unit members assigned to the same level who teach in general education programs.

A. Each Secondary Education Specialist shall have a Testing/Compliance/Case Management period built into the daily schedule. This Case Management period shall be in addition to the unit member's regular preparation time and/or conference, as applicable for their particular school site. The Case Management period shall be for assessment, conducting initial and triennial evaluations, documenting progress on goals, updating and uploading IEP paperwork, consulting with general education teachers and related service providers, ensuring that IEPs are scheduled, preparing IEPs, managing IEP documentation, maintaining teacher service/communication logs, and all other related compliance and case management duties.

B. Each Elementary SDC teacher shall receive one protected Wednesday per month, in addition to their collaboration Wednesday, to plan and complete IEP paperwork and assessment reports. These Wednesdays will be mutually agreed upon between the SDC teacher and site administrator prior to the start of each month.

11.15 Instructional Minutes

11.15.1 Elementary

A. Primary Grades: All primary (1-3) level classes are required to provide at least 50,400 minutes of instruction per year, but no more than 51,650 minutes.

B. Intermediate Grades: All intermediate (4-5) level classes are required to provide at least 54,000 minutes of instruction per year, but not more than 54,680.

C. Contract instructional minutes for 6th grade classes shall be 54,000 minimum and 54,680 maximum. 6th grade will follow the elementary site intermediate start and end times. (current MOU language)

Section 11.2.3 shall be renumbered as necessary.

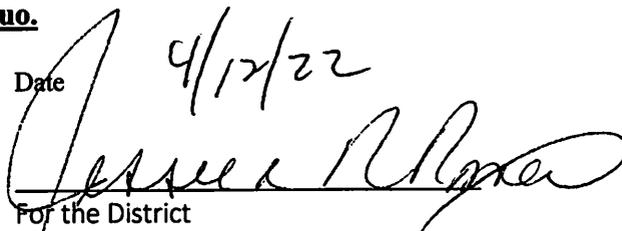
The remainder of this article shall remain status quo.

Date:

 4/12/22

For the Association
Robert Carson
Bargaining Chair

Date

 4/12/22

For the District
Jessica Romeo
Deputy Superintendent

**Memorandum of Understanding (MOU)
Antioch Education Association/CTA/NEA (AEA) and
Antioch Unified School District (AUSD)
Special Education Preschool Program
AUSD Proposal #1
April 7, 2022**

Background

Antioch Unified School District currently implements a special education preschool program that includes three hour and five hour programs available for students. The District and the Association agree that a review of the preschool program is needed.

The primary purpose of the Committee shall be to provide input and make recommendations regarding the preschool program to the Superintendent or their designee. The Association president shall appoint three (3) members and the District shall appoint three (3) members. The Preschool Committee shall meet for the first time by September 30, 2022. The Committee shall determine how often to meet. Bargaining unit members shall be compensated at the hourly rate of pay as set forth in the collective bargaining agreement for any mandatory meetings that are outside the school workday. Further, the parties agree that the task of the Committee is advisory only and shall not be subject to the Grievance Procedure (Article 14) of the Contractual Agreement between AUSD and AEA.

4/12/22



4/12/22



**TENTATIVE AGREEMENT
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AND
ANTIOCH EDUCATION ASSOCIATION**

**ARTICLE 12
SALARY SCHEDULE AND PAYMENT FOR PAID EXTRA DUTIES**

12.2 Compensation

12.2.1 Effective July 1, 2021, all salary schedules and advanced degree stipends in the Collective Bargaining Agreement shall be increased by 5%.

12.2.2 The extra duty schedule, stipends, and hourly rate of pay shall be increased by 5% effective July 1, 2021.

12.3 Supplemental Pay

12.3.1 Certificated Hourly Rate of Pay: Effective July 1, 2021, the certificated hourly rate of pay shall be ~~\$37.61~~ **\$39.49**. This certificated hourly rate of pay shall be added to the Extra Duty Schedule in Appendix G.

12.3.3 Period Substitution

A. Short Term Period Substitution

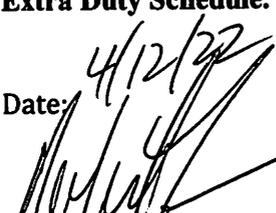
1. Definition: "Short term period substitution" is when a bargaining unit member volunteers or is required to provide period substitution for another unit member absent due to illness or injury for more than one (1) instructional day but less than sixteen (16) instructional days.
2. Compensation: Compensation shall be at the appropriate period substitution tiered rate of pay.
3. Teaching a short term period substitution assignment shall be voluntary, based on schedule availability and based on certification and qualifications.
4. A short term period substitution may convert to a long term period substitution if the absent unit member will be out of his/her class for a longer period of time than anticipated. A priority shall be given to the unit member who volunteered for, or was assigned, the short term period substitution to support the consistency and continuity of program and instruction.

F. Compensation for Period Substitution

1. ~~Effective mid-year 2009~~, Bargaining unit members shall be paid for period substitution at a tiered rate of pay, or shall accumulate periods (secondary) or hours (elementary) for bank days, or shall be compensated in a combination thereof. The tiered rates of pay for period substitution are as follows:
 - a) Bargaining unit members on Steps 1-5 of the Certificated Salary Schedule shall be paid an hourly rate of ~~\$48.16~~ \$50.57, prorated on the quarter hour, rounded up.
 - b) Bargaining unit members on Steps 6-10 of the Certificated Salary Schedule shall be paid an hourly rate of ~~\$60.04~~ \$63.04, prorated on the quarter hour, rounded up.
 - c) Bargaining unit members on Steps 11 through Longevity Step 34+ on the Certificated Salary Schedule shall be paid an hourly rate of ~~\$70.35~~ \$73.87.

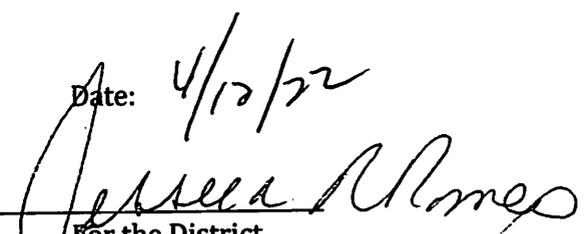
NOTE: Combo class size stipend (15.4.3) and SDC teacher stipend (15.5.6) shall be placed on the Extra Duty Schedule.

Date: 4/12/22



For the Association
Robert Carson
Bargaining Chair

Date: 4/12/22



For the District
Jessica Romeo
Deputy Superintendent

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ARTICLE 13
HEALTH AND WELFARE BENEFITS

13.1.1 The District shall provide bargaining unit members the following health and welfare benefit plans. The specific plan designs shall be available to all bargaining unit members during open enrollment, and may be found on the AEA website (antiochteaches.org) or at the AUSD Human Resources Office.

- A. Medical Insurance: CalPERS Benefits Program
- B. Vision Insurance: VSP through California's Valued Trust
- C. Dental Insurance: Delta Dental through California's Valued Trust
- D. Life Insurance: The Standard Insurance Company
- E. Long Term Disability Insurance: The Standard Insurance Company
- F. Employee Assistance Plan: Morrell Shepell

13.2 Eligibility

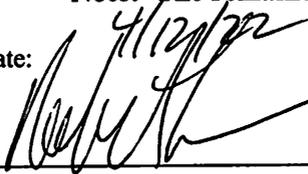
13.2.1 Full Time Unit Members: The District shall pay the cost of medical, dental and vision premiums as outlined immediately below for those bargaining unit members working full time. In addition, the District shall pay the full cost of basic life insurance, long term health care insurance and long term disability insurance. Effective **January 1, 2022**, the District's monthly contribution to medical benefits per enrolled full-time unit member shall be:

- A. Single Party: The District shall pay no more than ~~Twelve Thousand ninety six (\$12,096)~~ **Twelve Thousand Two Hundred Sixteen dollars (\$12,216)** annually toward the cost of medical, dental and vision. This includes the District's minimum annualized monthly contribution required by CalPERS.
- B. Two-Party: The District shall pay no more than ~~seventeen thousand five hundred twenty (\$17,520)~~ **eighteen thousand four hundred sixty eight dollars (\$18,468)** annually toward the cost of medical, dental and vision. This includes the District's minimum annualized monthly contribution required by CalPERS.
- C. Family: The District shall pay no more than ~~twenty one thousand three hundred (\$21,300)~~ **twenty two thousand five hundred twenty four dollars (22,524)** annually toward the cost of medical, dental and vision. This includes the District's minimum annualized monthly contribution required by CalPERS.

13.3.2 Bargaining unit members who work at least fifty (50%) percent but less than full time shall be provided a prorated proportional amount of three thousand one hundred twenty (\$3,120) dollars benefit.

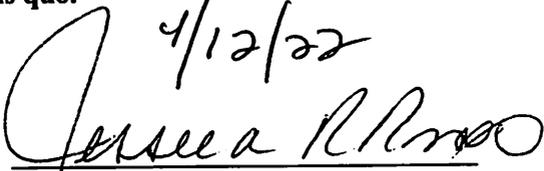
Note: The remainder of Article 13 shall remain status quo.

Date:

4/12/22


For the Association
Robert Carson
Bargaining Chair

Date

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For the District
Jessica Romeo
Deputy Superintendent

**TENTATIVE AGREEMENT
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**ARTICLE 15
CLASS SIZE**

15.1 The District agrees to assign pupils to classes within its budgetary and financial limitations in compliance with the State law on the basis of the maximum pupil learning for tax dollar extended. Such assignments shall be guided by the potential of the individual pupil to learn, the pupil's modality of learning, the pupil's physical, social and psychological maturation level, and other relevant criteria as diagnosed by the professional staff and as decided by the appropriate school administrator.

15.2 General Education Programs

Subject to the provisions included in sections 15.2.1 through 15.2.5 below, class ratios during the term of this Agreement shall be as follows:

<u>Year</u>	<u>Grade(s)</u>	<u>Pupils</u>	<u>Teachers</u>	<u>Class Size Maximums</u>
2013-2014	K-3	30	1	33
2014-2015	K-3	29	1	30
2015-2016	K-3	28	1	29
2016-2017	K-3	27	1	28
2017-2018	K-3	26	1	27
2018-2019	<u>TK-3</u>	25	1	25 school site average
2019-2020	TK-3	25	1	30
2020-2021	TK, K	24	1	28*
2020-2021	1-3	24	1	29
2021-22	TK-3	24	1	28*
<u>2022-23</u>	<u>TK</u>	<u>24</u>	<u>1</u>	<u>24*</u>
<u>2022-23</u>	<u>K-3</u>	<u>24</u>	<u>1</u>	<u>28 27**</u>
<u>2022-2023</u>	4-5	30	1	<u>3230**</u>

2022-2023	6-8	26.6	1	3837***
2022-2023	9-12	26.6	1	No A-G Class shall exceed 38 37 students****
2023-2024	TK	24	1	24*
2023-2024	6-8	26.6	1	38 36***
2023-2024	9-12	26.6	1	No A-G Class shall exceed 36 students***

***Adult/student ratio in Transitional Kindergarten will be in compliance with California Education Code.**

****If necessary, and within the 24:1 grade span ratio, due to an increase in enrollment, ~~TK-3~~ K-5 classes, may be increased by up to two (2) ~~one (1)~~ students. For each additional student, the teacher shall be compensated at the rate of \$15 per day for each student above the maximum.**

*****With the exception of PE and performing arts courses.**

******In the high schools, classes designated as meeting the University of California (UC) and the California State University (CSU) systems uniform minimum set of courses required for admission as a freshman, as found in the UC A-G course list for the AUSD schools, shall not exceed 38 37 students **in 2022-2023 and 36 students in 2023-2024**, with the exception of performing arts courses, designated as meeting the "F" requirement for visual and performing arts.**

- 15.2.1 To comply with class size provisions under the Local Control Funding Formula (LCFF), the ratios for Grades TK-3, above refer to class size averages by school site for Kindergarten through Grade 3 elementary general education classes.
- 15.2.2 The ratios for Grades 4-5 above refer to class size averages by school site for Grade 4 through Grade 5 elementary general education classes.
- 15.2.3 The ratios for Grades 6-12 above refer to the number of pupils in each site compared with the number of full-time general education teaching staff assigned to the site.
 - A. Physical Education shall be enrolled with no more than forty-six (46) students per class.
- 15.2.4 The parties acknowledge that the site class size averages and timeline identified for Grades K-3 in the table above where negotiated based upon the state's projections that the Local Control Funding Formula (LCFF) will be fully implemented over an 8-year time span (i.e., by the 2021-2022 school year). The

parties further agree that, should funding for the K-3 Grade Span Adjustment under LCFF be eliminated, reduced, or suspended anytime during the period of this Agreement, the site class size averages and maximums most recently in effect for Grades K-3 shall remain in effect. In such circumstances, either party may request in writing that the class size averages and maximums for Grades K-3 be reopened for negotiations, and such negotiations shall commence within thirty (30) days of receipt of such request. In 2021-2022, if the law requires the District to make continued progress towards a K-3 class size average of 24 per site, and if the parties do not negotiate a local alternative, then the District will comply with the law.

- 15.2.5 The class averages specified herein shall be suspended during the first twenty (20) instructional days of the school year to allow the District sufficient time to balance classes and to reassign and/or hire and place staff as necessary.
- 15.3 The District agrees to assign pupils to classes in such a manner as to equalize, as nearly as possible, the teaching load within grade levels or subject discipline areas.
- 15.4 Elementary General Education Combination Classes
 - 15.4.1 The site administrator shall first consider requests for voluntary assignment to a combination class prior to assigning a unit member to the class.
 - 15.4.2 Teachers may make recommendations on the placement of students into combination classes.
 - 15.4.3 Members teaching a combination class shall receive an annual stipend of one-thousand five hundred dollars (\$1,500).
- 15.5 Special Education Programs
 - 15.5.1 No Resource Specialists or Secondary Education Specialist shall be assigned a caseload which exceeds twenty-eight (28) students.
 - a. When a Resource Specialist or Secondary Education Specialist caseload goes above 28 students, he/she shall have the choice of serving those students and shall be compensated at the rate of \$15 per day for each student over the caseload of 28 students.
 - b. The agreement for caseload overages shall be implemented only with the agreement of the Resource Specialist or Secondary Education Specialist and authorization from AEA.
 - c. AEA and AUSD shall jointly create an authorization/agreement form for the agreement by the Resource Specialist or Secondary Education Specialist and authorization from AEA.
 - d. No Resource Specialist or Secondary Education Specialist receiving additional compensation shall have more than thirty-two (32) students.
- 15.5 Special Education Programs
 - 15.5.4 SDC size shall not exceed the following:

<u>Grade</u>	<u>Moderate/Severe</u>	<u>Mild/Moderate</u>
PreK/TK	9	12
K-2	12 <u>11</u>	15 <u>14</u>
3-6	13 <u>12</u>	16 <u>15</u>

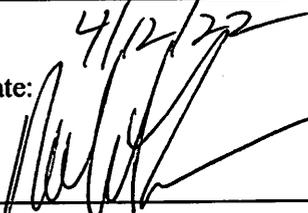
SDC class size for moderate/severe in grades 6-8 shall not exceed 15 and SDC class size for moderate/severe in grades 9-12 shall not exceed ~~17~~ 16.

- a. If necessary, due to an increase in Special Education enrollment after the beginning of the school year, a self-contained class size maximum may be increased by three (3) students if the member voluntarily signs a waiver. For each additional student, the teacher shall be compensated at the rate of \$15 per day for each student above the maximum.

15.5.5 Beginning in the 2022-2023 school year, members teaching a special day class (SDC) shall receive an annual stipend of two thousand five hundred dollars (\$2,500).

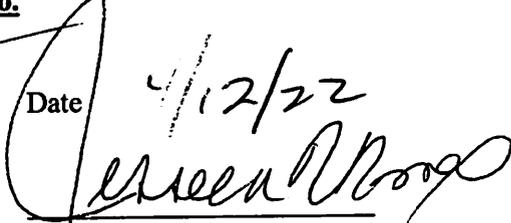
The remainder of this article shall remain status quo.

Date:

4/12/22


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 Robert Carson
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 Deputy Superintendent