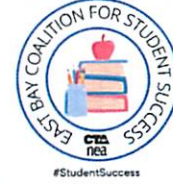




Antioch Education Association

United for Students

"East Bay Students Deserve the Best"



TENTATIVE AGREEMENT February 9, 2023

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:

Year	Grade(s)	Pupils	Teachers	Class Size Maximums
	TK-3	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
2021-2022	TK-3	24	1	28*
	4-5	30	1	32
	6-8	26.6	1	38**
	6-12	26.6	1	No A-G class shall exceed 38 students.***
2022-2023	TK	24	1	24*
2022-2023	K-3	24	1	27**
2022-2023	4-5	30	1	30**
2022-2023	6-8	26.6	1	37***
2022-2023	9-12	26.6	1	No A-G Class shall exceed 37 students ****
2023-2024	TK	24	1	24*
2023-2024	K-3	24	1	26**
2023-2024	4-5	29	1	30**



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2023-2024	6-8	26.6	1	36***
2023-2024	9-12	26.6	1	No A-G Class shall exceed 36 students ****
	6 at Elementary School	N/A	1	30

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

**If necessary, and within the grade span ratio, due to an increase in enrollment, K-5 classes may be increased by up to two (2) students. For each additional student, the teacher shall be compensated at the rate of ~~\$15~~ \$20 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 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.

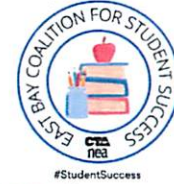
- 15.2.1 To comply with class size provisions under the Local Control Funding Formula (LCFF), the ratios for Grades TK-3, above refer to class size averages by school site for Kindergarten through Grade 3 elementary general education classes.
- 15.2.2 The ratios for Grades 4-5 above refer to class size 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. For purposes of this section, only the time during the day that a teacher is providing instruction to students will be counted. (For example, a teacher who is teaching three classes per day and is released for two periods per day to perform duties as an athletic director, will only be counted as a 0.6 FTE for purposes of this ratio). In addition, each comprehensive high school and each middle school will receive 0.2 FTE to accommodate inclusion of all students in the academic programs.

- A. Physical Education shall be enrolled with no more than forty-six (46) students per class.



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15.2.4 The parties acknowledge that the site class size averages and timeline identified for Grades K-3 in the table above were 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.

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15.2.4 The district will endeavor to create class rosters that do not create a need for class averages at the start of the school year, however the class averages specified herein, excluding SDC, 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. If the number of students who have been physically present at any point during the 20 days exceeds the class size maximum, unit members will receive \$20 per day (or \$4 per period) for each student over the maximum.

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 after the twenty-first day of the school year shall receive an annual stipend, placed on the stipend schedule, of ~~one thousand five hundred dollars (\$1,500)~~, two thousand five hundred dollars (\$2,500). If a combination class is initiated and collapsed within the first 20 days, the member will receive a partial stipend of \$250.

15.5 Dual Immersion Program

15.5.1 For purposes of school class size averages, as a specialized program, Dual Immersion enrollment shall not be included in the calculation of non-dual immersion class size.



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15.5.2 Members teaching a Dual Immersion class shall receive an annual stipend, placed on the stipend schedule, of two thousand five hundred dollars (\$2,500).

15.5.6 Special Education Programs

15.5.6.1 No Resource Specialists or Secondary Education Specialist shall be assigned a caseload which exceeds twenty-eight (28) students.

- 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~~ \$25 per day for each student over the caseload of 28 students.
- The agreement for caseload overages shall be implemented only with the agreement of the Resource Specialist or Secondary Education Specialist and authorization from AEA.
- AEA and AUSD shall jointly create an authorization/agreement form for the agreement by the Resource Specialist or Secondary Specialist and authorization from AEA.
- No Resource Specialist or Secondary Specialist receiving additional compensation shall have more than thirty two (32) students

15.5.6.2 Caseloads for Speech and Language Therapists/Pathologists shall be as provided for in Appendix J and Appendix K of this agreement.

15.5.6.3 Caseloads for Adapted Physical Education Specialists shall be no greater than ~~fifty-five (55)~~ forty-six (46) students.

15.5.6.4 SDC size shall not exceed the following:

	Moderate/Severe	Mild/Moderate
Pre K/TK	9 8	12 11
K-2	11 10	14 13
3-6	12 11	15 14
6-8	15 14	15
9-12	16 15	17

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

- 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 up to three (3) students if the member voluntarily signs a waiver. For each additional student, the teacher shall be compensated at the rate of ~~\$15~~ \$25 per day for each student above the maximum.

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15.~~5~~.5 Beginning in the 2020-2021 school year, no elementary special day class (SDC) shall exceed three (3) grade levels.

15.~~5~~.6 Beginning in the 2022-2023 school year, Special Education teachers, School Psychologists, Speech Language Pathologists, and Program Specialists ~~members-teaching a special day class (SDC)~~ or providing services in the Special Education department shall receive an annual stipend of ~~two thousand five hundred dollars (\$2500);~~ three thousand dollars (\$3000).


Robert Carson,
AEA Bargaining Chair
2/9/23
Date


Robert A. Martinez, Ed.D.
AUSD Chief Human Resources Officer
2/09/2023
Date