

**Language to Implement the Tentative Agreement between
Antioch Unified School District and
Antioch Education Association/CTA/NEA
Reached on March 1, 2016**

**Article 1
AGREEMENT**

This article will remain as Current Contract Language with the following revisions for Section 1.3:

1.3 This Master Agreement shall remain in full force and effect from July 1, 2015 to June 30, 2018.

1.3.1 For the 2016-2017 school year, the following shall be reopeners: salary, benefits, the 2018-2019 school calendar, impact legislation, up to two (2) articles per party, and other issues by mutual agreement of the parties.

1.3.2 For the 2017-2018 school year, the following shall be reopeners: salary, benefits, the 2019-2020 school calendar, impact legislation, up to two (2) articles per party, and other issues by mutual agreement of the parties.

**Article 10
EMPLOYEE ACTIVITIES PRIOR TO STUDENT ATTENDANCE**

- 10.1 Persons who have not previously been employed in the District (“new employee”) shall not be required to perform services for the District, including attendance at District workshops, tours or civic meetings, until two (2) working days before the returning employees’ preparation day. The Association will participate in the program in a mutually determined manner. The District shall supply the Association with a list of the names and addresses of all such employees no later than August 15, or as employed thereafter.
- 10.2 Employees who have been previously employed in the District (“returning employees”) will not be required to perform services until the first teacher preparation day as indicated on the student attendance calendar. The main purpose of this day is employee preparation for the first day of student attendance. **No required meetings shall be held on this first teacher preparation day.** ~~A minimum of two hundred and forty (240) minutes will be set aside for classroom preparation. The principal will decide on the time of the faculty meeting to be held on that day.~~

**Article 11
HOURS OF EMPLOYMENT**

11.12 Preparation Time

- 11.12.1 Preparation Time in Grades 1-5: All bargaining unit members in grades 1 through 5 shall be provided one hundred and fifty (150) minutes of preparation time during the instruction week.

Preparation Time in Transitional Kindergarten and Kindergarten:

Kindergarten teachers shall schedule one hundred fifty (150) minutes of preparation time per week into their weekly schedules. Preparation time will occur outside the

Kindergarten instructional day but within the regular work hours and be subject to the approval of the site principal.

- 11.12.3 The present secondary preparation/conference policy may be modified to accommodate scheduling alternatives, e.g. flex and/or block, as long as non-instructional time (including prep time) is not reduced.

Memorandum of Understanding Between
Antioch Education Association and
Antioch Unified School District
March 1, 2016

The District and the Association are interested in providing computer support for students at the elementary level. The stakeholder input process for the Local Control Accountability Plan is currently on-going and it is being recommended that computer teachers be funded through the LCAP Supplemental and Concentration funding. Upon approval by the Board of Education of a Local Control Accountability Plan that includes funding for computer teachers at the elementary level, the parties agree as follows:

1. For the 2016-17 and 2017-18 school years, bargaining unit members in grades 1-5 shall be provided an additional fifty (50) minutes of preparation time during the instructional week.
2. It is the District's intent to provide the additional preparation time by a Computer Specialist. The District shall actively seek to advertise, recruit, and hire enough qualified Computer Specialists. If the District is unable to hire enough qualified Computer Specialists to cover any part of the preparation time, the District shall cover the preparation time through the use of another certificated specialist, i.e., P.E. or Music, etc.
3. The District and the Association shall meet and negotiate in the 2017-2018 school year to determine if this temporary additional time for Grades 1-5 will continue. If there is no negotiated agreement, then this MOU shall sunset on June 30, 2018.

Article 12
SALARY SCHEDULE AND PAYMENT FOR PAID EXTRA DUTIES

12.2 Compensation

12.2.1 Effective July 1, 2015, all salary schedules and advanced degree stipends in the Collective Bargaining Agreement shall be increased by 4%.

12.2.2 The extra duty schedule, stipends, and hourly rate of pay shall be increased by 4% effective July 1, 2015. The stipend for advanced degrees shall be set at the amount enumerated below effective July 1, 2015 and shall not be subject to the 4% pay increase but shall be subject to any future negotiated increases.

Advanced Degrees: Masters: ~~\$990~~ **\$1,200** Doctorate: ~~\$930~~ **\$2,000**

12.2.3 Salary Cell Increase

In order to attract and retain new unit members, effective July 1, 2016, the district proposes applying the following dollar amounts to the lower levels of the salary schedule.

<u>Step 1, Column I</u>	<u>\$3,000</u>
<u>Step 2, Column I</u>	<u>\$2,000</u>
<u>Step 3, Column I</u>	<u>\$2,000</u>
<u>Step 4, Column I</u>	<u>\$2,000</u>
<u>Step 1, Column II</u>	<u>\$2,000</u>
<u>Step 2, Column II</u>	<u>\$2,000</u>
<u>Step 3, Column II</u>	<u>\$1,000</u>
<u>Step 1, Column III</u>	<u>\$1,000</u>
<u>Step 2, Column III</u>	<u>\$1,000</u>
<u>Step 3, Column III</u>	<u>\$1,000</u>
<u>Step 1, Column IV</u>	<u>\$1,000</u>
<u>Step 2, Column IV</u>	<u>\$1,000</u>
<u>Step 3, Column IV</u>	<u>\$1,000</u>

ARTICLE 13 **HEALTH AND WELFARE BENEFITS**

13.1 Health Benefit Plans: The health and welfare benefits outlined in this Article apply to all unit members, including those hourly unit members teaching in the Alternative Programs and/or Schools.

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 (antiochteachers.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: ~~Cigna Life Insurance~~ **The Standard Insurance Company**

E. Long Term Disability Insurance: ~~Cigna Life Insurance~~ **The Standard Insurance Company**

F. Employee Assistance Plan: ~~Cigna Life Insurance~~ **The Standard Insurance Company.**

G. Long Term Health Care Insurance: Provident Unum

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, 2016, 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 ~~eleven thousand three hundred forty (\$11,340)~~ **eleven thousand seven hundred thirty six (\$11,736.00)** dollars 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 ~~fifteen thousand (\$15,000)~~ **fifteen thousand six hundred (\$15,600.00)** dollars 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 ~~seventeen thousand seven hundred (\$17,700)~~ **eighteen thousand three hundred (\$18,300)** dollars annually toward the cost of medical, dental and vision. This includes the District's minimum annualized monthly contribution required by CalPERS.

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

ARTICLE 15 **CLASS SIZE**

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
<u>2017-2018</u>	<u>K-3</u>	<u>26</u>	<u>1</u>	<u>27</u>
	4-5	30	1	33
	6-12	26.6	1	N/A

15.2.1 To comply with class size provisions under the Local Control Funding Formula (LCFF), the ratios for Grades K-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 ~~District-wide~~ **by school site for Grade 4 through Grade 5** elementary general education classes ~~across all elementary schools.~~

- 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 fifty (50) students per class.
- ~~15.2.4 The district wide 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.~~
- 15.2.54 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 2020-2021 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 ~~2017-2018~~ 2018-2019, 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.

Note: The remainder of Article 15 shall remain status quo.

ARTICLE 18

LEAVES

- 18.7 Personal Necessity Leave: Any days of leave of absence for illness or injury allowed by this Agreement may be used by the employee at his/her election, in cases of personal necessity.
- 18.7.1 No advance permission to use this leave shall be required for the following reasons:
- A. Death or serious illness of a member of his/her immediate family.
 - B. Accident involving his/her person or property or the person or property of his/her immediate family.
 - C. "Immediate family" is defined as "mother, father, husband, wife, domestic partner, son, daughter, foster child, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandmother, grandfather, ~~and~~ grandchild, aunt and uncle of employee or spouse/domestic partner, or any relative living in the immediate household of the employee."
 - D. For the purpose of bereavement, funeral, or memorial services not covered by Article 18.7.1.C.

Note: The remainder of Article 18 shall remain status quo.

Side Letter of Agreement

The District and AEA agree to form a subcommittee to review the conference and preparation periods at the high schools, and to examine potential alternative schedules. This committee shall be comprised of eight people, four members appointed by each of the two parties. This committee shall seek input from the various school sites, staff, faculty, and administration. A report to the bargaining teams, including any recommendations shall be made to the bargaining teams at a regularly scheduled bargaining meeting in the 2016-2017 bargaining cycle. The bargaining teams may then, upon mutual agreement, bargain these recommendations.

Side Letter of Agreement

Article 12: Salary (Re: Bank Days)

The District and AEA agree to form a subcommittee to review the Bank Days language in Article 12. This committee shall be comprised of six people, three members appointed by each of the two parties. The committee shall seek input from the various school sites, staff, faculty, and administration. A report to the bargaining teams, including any recommendations, shall be made to the bargaining teams at a regularly scheduled bargaining meeting, in the 2016-2017 bargaining cycle. The bargaining teams may then, upon mutual agreement, bargain these recommendations.

Side Letter of Agreement

Special Education Task Force

The District and AEA agree to form a special education task force to address issues regarding special education. Issues include but are not limited to: class size, assessment time, time required outside the contract day, assessment instruments, curriculum, and safety. This task force shall be comprised of ten people, five members appointed by each of the two parties. This task force shall seek input from the various school sites, staff, faculty, and administration. A report to the bargaining teams, including any recommendations, shall be made at a regularly scheduled bargaining meeting, in the 2016-2017 bargaining cycle, but no later than December 2016. The bargaining teams may then, upon mutual agreement, bargain these recommendations.