

TENTATIVE AGREEMENT BETWEEN
AEA and AUSD
4/09/19

Below are the changes that have been agreed upon. Language that is underlined is new contract language, and language that has been struck out has been deleted from the contract. Any sections not included in this packet remain status quo.

ARTICLE 1
AGREEMENT

- 1.3 This Master Agreement shall remain in full force and effect from ~~July 1, 2015 to June 30, 2018.~~ **July 1, 2018 to June 30, 2021.**
- 1.3.1 For the ~~2016-2017~~ **2019-2020** school year, the following shall be reopeners: salary, benefits, the ~~2018-2019~~ **2021-2022** 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~~ **2020-2021** school year, the following shall be reopeners: salary, benefits, the ~~2019-2020~~ **2022-2023** school calendar, impact legislation, up to two (2) articles per party, and other issues by mutual agreement of the parties.

ARTICLE 7
ASSOCIATION RIGHTS

- 7.4 Names, addresses, **school email addresses,** and telephone numbers, **date of hire, seniority date, full time equivalent status, employment status, and site assignment** of unit members shall be provided without cost to the Association **within the first ten (10) work days.**
- 7.6.5 The District shall provide the names, **job titles, departments, personal and school** email addresses, **work, home, and personal** cell phone numbers, **home addresses,** and site ~~assignment~~ **location(s)** of all new hires by the 5th of each month to the Association via email.

ARTICLE 8
ORGANIZATIONAL SECURITY, PROFESSIONAL DUES,
SERVICE FEES AND PAYROLL DEDUCTIONS

- 8.1 The District shall initiate payroll deductions of professional dues and service fees as follows:
- 8.1.1 Any unit member who is a member of the Antioch Education Association/CTA/NEA or who has applied for membership may sign and deliver to the District **or AEA** an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months. ~~Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.~~
- 8.1.5 ~~Any unit member who is not a member of the Antioch Education Association/CTA/NEA, or who does not make application for membership within thirty (30) days of the effective date of the Agreement or within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues, initiation fees and general assessments payable to the Association in one (1) lump sum payment in the same manner as required for the payment of membership dues. Provided, however, that the unit member~~

~~may authorize payroll deduction for such fee in the same manner as provided in Section 8.1.1 of this Article. In the event that such unit member shall not pay such fee directly to the Association or authorize payment through payroll deduction, as provided in Section 8.1.1, the Association shall so inform the District and the employee. If the employee does not authorize the payroll deduction within fifteen (15) days, the District shall begin automatic payroll deduction as provided in Education Code Section 45061 (or 87834) and in the same manner as set forth in Section 8.1.1 of this Article. There shall be no charge to the Association for such mandatory agency fee deductions.~~

- 8.1.65 With respect to all sums deducted by the District pursuant to Sections 8.1.1 and 8.1.2, ~~whether~~ for membership dues ~~or agency fee~~, the District agrees to promptly remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association and indicating any changes in personnel from the list previously furnished.
- 8.1.76 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.
- 8.1.87 The Association agrees to pay to the District all reasonable legal fees and legal costs incurred in defending against any court action and/or administrative action challenging the legality or constitutionality of ~~the agency fee provision~~ **this article** of this agreement or ~~their~~ **its** implementation, and agrees to pay any judgment or settlement liability arising out of such challenges.
- 8.1.98 The Association shall have the exclusive right to decide and determine whether any such action or proceeding, referred to in Section 8.1.87 above, shall or shall not be compromised, resisted, defended, tried or appealed.

~~8.2~~ ~~Conscientious Objection to Membership~~

~~8.2.1 Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Antioch Education Association/CTA/NEA, as a condition of employment; except that such unit member shall pay, in lieu of a service fee, a sum equal to such service fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code: 1) United Way, 2) REACH project, 3) Antioch Scholarship Fund.~~

~~8.2.2 Proof of payment and a written statement of objection, along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to Section 8.2.1 above, shall be made on an annual basis to the District as a condition of continued exemption from the provisions of Sections 8.1.1 and 8.1.2 of this Article. Payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented within thirty (30) calendar days of the commencement of assigned duties. The Association shall have the right of inspection in order to review said proof of payment.~~

~~8.2.3 Any unit member making payments as set forth in Sections 8.2.1 and 8.2.2 immediately above, and who requests that the grievance or arbitration provisions of this Agreement be used in his/her behalf, shall be responsible for paying reasonable costs of using said grievance or arbitration procedures.~~

8.2 This article aligns with SB866.

ARTICLE 9 **EMPLOYEE WORK YEAR**

9.1 The work year shall be as follows:

9.1.2 New Unit Members: The work year for bargaining unit members new-to-the- District shall be ~~one hundred and eighty six (186)~~ **one hundred and eighty seven (187) days, three (3) four (4)** which shall be non-teaching days and three (3) which shall be mandatory Staff Development Buy Back Days as described in

Section 9.3 below. **These three (3) additional new teacher work days shall be paid at their per diem rate of pay.** When computing per diem rates of pay for unit members who are new-to-the-District, a divisor of one hundred and eighty-four (184) shall be utilized.

- 9.1.4 Returning bargaining unit members shall report to work as provided in the calendar. Unit members who are new-to-the-District shall report ~~two (2)~~ **three (3)** days prior to returning unit members on days agreed to by the Parties and which shall be reflected on the adopted school calendar.
- 9.1.5 The last day before winter recess and the last day of the school year shall be minimum days. **On such days, the work day of unit members shall be equal to the student instructional day. Those members with previously assigned student supervision duty shall complete duties before leaving campus, not to exceed fifteen (15) minutes.**

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)~~ **three (3)** 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,~~ **as per Article 7.**

ARTICLE 11

HOURS OF EMPLOYMENT

- 11.3 Collaboration Time
The first early release Wednesday per month, except for August **and June**, will be designated as collaboration time with team members. This collaboration time will be teacher driven. Each collaboration group shall turn in the minutes recorded and a **sign-in** of those present.
- 11.6 Elementary Report Cards
~~For the 2017-2018 and 2018-2019 school years,~~ **For each report card period, all elementary unit members shall be provided at least two one** early release Wednesdays for report card preparation. ~~These days~~ **This day** shall be given during the two weeks prior to the due date required to submit grades to site administration. The Report Card access window will be a minimum of two weeks prior to the first day of conferences. During the ~~2018-2019~~ **2020-2021** school year negotiations, the District and the Association shall evaluate and bargain elementary report card preparation Wednesdays.
- 11.14 Preparation Time
- 11.14.1 Preparation Time in Grades 1-5: All bargaining unit members in grades 1 through 5, including 6th grade that are housed at elementary sites, shall be provided ~~one hundred and fifty (150)~~ **one hundred eighty (180)** minutes of preparation time during the instructional week. **In addition, one early release Wednesday per month, except for June, will be designated as prep time for bargaining unit members. Wednesday prep dates for the entire school year will be provided to teachers at the beginning of the year along with the regular prep schedule. AEA will be given the prep schedule, Wednesday prep dates, and instructional minutes for each site by the end of the first month of school.**
- Preparation Time in Transitional Kindergarten and Kindergarten:
Kindergarten teachers shall schedule ~~one hundred fifty (150)~~ **one hundred eighty (180)** 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.

ARTICLE 12

SALARY SCHEDULE AND PAYMENT FOR PAID EXTRA DUTIES

12.1 The Certificated Salary Schedule and Extra Duty Schedule are set forth in attached Appendices:

12.1.2 School Psychologist, Social Worker, and Program Specialist Salary Schedule (Appendix B) Effective July 1, 2019, add a stipend for Elementary Music for \$1454 (pre-salary increase). Unit members who accept the stipend will be required to participate in up to two (2) school site and one (1) district wide performance.

12.1.9 Counselor Salary Schedule (Appendix T)

Effective July 1, 2019, add a Counselor Salary Schedule that places the annual stipend of \$4,743 to each cell of the Certificated Salary Schedule (pre-salary increase). See Sample. The counselor stipend will be removed from Appendix G.

12.2 Compensation

12.2.1 For the 2017-2018 2018-2019 School Year, all salary schedules and advanced degree stipends in the Collective Bargaining Agreement shall be increased by 3.25%, effective July 1, 2018.

12.2.2 The extra duty schedule, stipends, hourly rate, period substitution, and all other rates of pay shall be increased by 3.25% effective July 1, 2018.

12.3 Supplemental Pay

12.3.1 Certificated Hourly Rate of Pay: Effective July 1, 2018, the certificated hourly rate of pay shall be \$34.66 \$35.79. This certificated hourly rate of pay shall be added to the Extra Duty Schedule in Appendix G.

12.3.3 Period Substitution

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 ~~\$44.40~~ \$45.84, 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 ~~\$55.35~~ \$57.15, 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 ~~\$64.85~~ \$66.96 prorated on the quarter hour, rounded up.

ARTICLE 13

HEALTH AND WELFARE BENEFITS

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, 2018 2019 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 seven hundred thirty six (\$11,736) 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 ~~sixteen thousand six hundred eighty (16,680)~~ sixteen thousand, eight hundred sixty (\$16,860) 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 ~~nineteen thousand eight hundred (19,800)~~ twenty thousand, three hundred forty (\$20,340) dollars annually toward the cost of medical, dental and vision. This includes the District's minimum annualized monthly contribution required by CalPERS.

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
2017-2018	K-3	26	1	27
2018-2019	<u>TK-3</u>	25	1	25 school site average
<u>2019-2020</u>	<u>TK-3</u>	<u>25</u>	<u>1</u>	<u>30</u>
<u>2020-2021</u>	<u>TK-3</u>	<u>24</u>	<u>1</u>	<u>30</u>
	4-5	30	1	33
	<u>6-8</u>	<u>26.6</u>	<u>1</u>	<u>38*</u>
	<u>9-12</u>	26.6	1	<u>No A-G class shall exceed 38 pupils.**</u>

***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 students, with the exception of performing arts courses, designated as meeting the "F" requirement for visual and performing arts.**

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)~~ **forty eight (48)** 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 ~~2019-2020~~ **2020-2021**, 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.

15.5 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 ~~\$12~~ **\$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 (30)~~ **thirty two (32)** students.

15.5 Special Education Programs

15.5.4 SDC size shall not exceed the following:

<u>Grade</u>	Moderate/Severe	Mild/Moderate
PreK/TK	10	12
TK-3	13	15
4-6	14	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 up to two (2) students if the member voluntarily signs a waiver. For each additional student, the teacher shall be compensated at the rate of ~~\$12~~ **\$15** per day for each student above the maximum.

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

ARTICLE 16

SAFETY CONDITIONS OF EMPLOYMENT

16.2 Safe Working Conditions

16.2.6 Unit members assigned to direct traffic or perform crosswalk duty on school property will be provided with a 2-way radio or other means of communication with office staff and administrators.

ARTICLE 18

LEAVES

18.3.7 ~~The District shall provide each employee with a written statement of (1) his/her accrued sick leave total and (2) his/her sick leave entitlement for the school year. Such statement shall be provided no later than October 1 of each school year.~~ **The District shall provide sick leave balances on each employee's monthly pay warrant.**

18.3.14 Military Service Disability Sick Leave: The District agrees to provide military service disability sick leave in accordance with Education Code 44978.2 which states, in part:

Any unit member who was hired on or after January 1, 2017 and is a military veteran with military service-connected disability rated at 30% or more by the United States Department of Veteran Affairs, shall be entitled to an additional 10 days of sick leave during the first year of employment. The additional 10 paid sick leave days shall be for the purpose of undergoing medical treatment for his/her military service-connected disability. An employee who is employed for less than five days per week shall be entitled to a percentage of 10 days. This leave must be used during the first year of employment with the District. Any leave unused shall be forfeited after 12 months from hire date.

18.5 Parental Leave

18.5.1 Parental Leave: Unit members can utilize up to 12 weeks of sick leave and extended sick leave (difference leave pay) for child bonding occasioned by the birth of the unit member's child or the

placement of a child with the unit member in connection with the unit member's adoption or foster care of the child. For the purposes of this section, all the following apply:

a. Unit members who have been employed for at least 12 months are eligible to take this leave.

b. For birthing mothers, the 12 week parental leave will not commence until the conclusion of any pregnancy disability leave. For non-birthing parents, the 12 week parental leave shall commence on the first day of such leave.

c. The leave must commence within one calendar year of the birth, adoption or placement. The leave may also be taken in intermittently within the year. Under the California Family Rights Act regulations, the minimum duration of leave shall be two (2) weeks except that employees may request a leave of less than two weeks on any two (2) occasions.

d. Pursuant to Education Code section 44977.5, if the unit member exhausts his/her accumulated sick leave prior to the expiration of the 12 week child bonding leave, she/he shall be entitled to differential pay as defined in Education Code section 44977.5 for the balance of the 12 week period.

e. A unit member's health benefits will continue while on leave under this provision.

f. Parental leave pursuant to this section shall run concurrently with Parental Leave taken pursuant the Family Medical Leave Act and California Family Rights Act laws, where applicable.

~~18.18 Pre Holiday Leave: On the last day of student attendance and on the last day of student attendance prior to Winter Recess, it will be permissible for employees to leave their work location before the end of the workday, but not before the end of the teaching day, with the approval of the supervisor.~~

ARTICLE 21

TEACHER UNIT MEMBER TRAVEL

21.1 ~~Employees~~ **Unit members** who are assigned to more than one (1) school shall be given reasonable notice if there is to be a change to their schedule.

21.2 ~~Employees~~ **Unit members** who are required to use their own automobile in the performance of their duties and employees who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the District's current mileage rate for all driving done between the arrival at the first location and other work locations during that day.

21.3 ~~Teachers~~ **Unit members** who use their personal cars for District-approved field trips or other approved business of the District shall receive the benefits provided in paragraph above.

21.4 Travel assignments shall be made based on the educational needs of the District.

21.5 Unit members who are required to travel between sites shall be provided adequate travel time.

ARTICLE 27

MISCELLANEOUS PROVISIONS

27.2 ~~Within thirty (30) calendar days of~~ **After** ratification of the Agreement by both Parties herein, the District **shall update the agreement to include all negotiated changes and submit it to the AEA President for approval within thirty (30) days. Upon approval of changes from AEA, the updated agreement shall be uploaded to the District website and sent to the AEA president. The District shall** have sufficient **two hundred fifty (250)** copies prepared and delivered to the Association for distribution. ~~to each employee in the unit.~~ Facilities and equipment will be provided by the District with the Association bearing the cost of the materials.