

**AUSD & AEA
COMPREHENSIVE SETTLEMENT TENTATIVE AGREEMENT
June 23, 2020**

**ARTICLE 11
HOURS OF EMPLOYMENT**

11.2 Meetings

11.2.2 Unit members shall not be required to attend more than ~~(3) three~~ **two (2)** meetings per month (as outlined in 11.2.1) outside of the contracted workday.

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 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.

Beginning with the 2021-2022 school year, all bargaining unit members in grades 1 through 5, including 6th grade that are housed at elementary sites, shall be provided ~~one hundred and eighty(180)~~ two hundred (200) 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 eighty (180) of preparation times 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.

Beginning with the 2021-2022 school year, Kindergarten teachers shall schedule ~~one hundred eighty (180)~~ two hundred (200) minutes of preparation times 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.

A. Prep teachers shall be assigned a “home” site and will be required to attend staff meetings only at that site.

- B. Prep teachers shall have the same amount of prep time as all other elementary teachers and prep periods shall not be less than thirty (30) minutes at a time.

11.14.6 All unit members who teach in special education program 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.**

This remainder of this article shall remain status quo.

ARTICLE 12

SALARY SCHEDULE AND PAYMENT FOR PAID EXTRA DUTIES

12.2 Compensation

12.2.1 Effective July 1, 2019, all salary schedules and advanced degree stipends in the Collective Bargaining Agreement shall be increased by 2.0%.

12.2.2 The extra duty schedule, stipends, and hourly rate of pay shall be increased by 2.0% effective July 1, 2019.

12.3 Supplemental Pay

12.3.1 Certificated Hourly Rate of Pay: Effective July 1, 2018, the certificated hourly rate of pay shall be ~~\$35.79~~ **\$36.51**. This certificated hourly rate of pay shall be added to the Extra Duty Schedule in Appendix G.

12.3.2 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 ~~\$45.84~~ **\$46.76**, 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 ~~\$57.15~~, **\$58.29** 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 ~~\$66.96~~ **\$68.30** prorated on the quarter hour, rounded up.

***In the 2021-2022 school year, new salary schedules (Appendixes A, B, C, H, and T) shall be implemented. The intent of the new salary schedule is to remove the “years in AUSD” column, compact the longevity steps, and include National Board Certifications to “Advanced Degrees and Certifications”.**

The remainder of this article shall remain status quo.

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: ~~The Standard Insurance Company~~ **Morrell Shepell**
- 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, 2020**, 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 (\$11,736.00)~~ **eleven thousand, eight hundred fifty six (\$11,856)** 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, eight hundred sixty (\$16,860)~~ **sixteen thousand, nine hundred eighty (\$16,980)** 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 ~~twenty thousand, three hundred forty (\$20,340)~~ **twenty thousand, five hundred eighty (\$20,580)** dollars annually toward the cost of medical, dental and vision. This includes the District's minimum annualized monthly contribution required by CalPERS.

13.3.1 For unit members who waive medical coverage, the District shall provide a minimum of ~~three thousand (\$3,000)~~ **three thousand one hundred twenty (\$3,120)** dollars annually for full time bargaining unit members participating in the IRC Section 125 Plan to be used to pay premiums for medical, dental and vision coverage. Unit member must show proof of enrollment in a group plan each year in order to qualify. Participation in dental and vision plans are mandatory. Unused portions may be taken in salary or unused for expenses authorized by relevant IRS regulations. This money is in no way to be construed or negotiated as part of the regular pay rate, but is to be part of the Health and Welfare Benefits.

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
2017-2018	K-3	26	1	27
2018-2019	<u>TK</u> -3	25	1	25 school site average
2019-2020	TK-3	25	1	30
<u>2020-21</u>	<u>TK, K</u>	<u>24</u>	<u>1</u>	<u>28*</u>

<u>2020-2021</u>	<u>1-3</u>	24	<u>1</u>	<u>29</u>
	4-5	30	1	<u>32</u>
	6-8	26.6	1	38**
	6-12	26.6	1	No A-G Class shall exceed 38 students***

***If necessary, and within the 24:1 ratio, due to an increase in enrollment, TK and Kinder classes may be increased by up to two (2) 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 students, 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 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 **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.

15.5 Special Education Programs

15.5.4 SDC size shall not exceed the following:

	Moderate/Severe	Mild/Moderate
Pre K/TK	10 9	12
TK-3	13 12	15
4-6	14 13	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)~~ **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.

The remainder of this article shall remain status quo.

Date 6-23-2020

Valorie Luke
Valorie Luke
Antioch Education Association

Date 6/23/2020

Jessica Romeo
Jessica Romeo
Antioch Unified School District

ARTICLE 19
EVALUATION PROCEDURES

19.3 Evaluation Procedure

19.3.1 Every probationary employee shall be evaluated by the immediate supervisor and/or designee in writing at least once each school year.

19.3.2 Permanent Unit Members

A. Evaluation Every Other Year: Every permanent bargaining unit member shall be evaluated by their immediate supervisor and/or designee in writing every other year, except for those who qualify under Section 19.3.2.B. An evaluatee with permanent status in the District or the evaluator may initiate an annual evaluation if deemed necessary.

B. Evaluation Every Five (5) Years: By mutual agreement of the evaluator and the unit member to be evaluated, the unit member shall be evaluated at least once every five (5) years providing all of the following conditions apply.

1. The unit member has achieved permanent status.
2. The unit member has been employed by the District for ten (10) years. For the purposes of this section, a year of employment shall count if the unit member was employed at least fifty (50%) percent of the days required in the work year.
3. The unit member's immediate prior evaluation was deemed satisfactory as defined elsewhere in this Article.
4. In addition, if a unit member occupies a position required to be filled by a highly qualified professional by the **Every Student Succeeding Act which was signed into law on December 10, 2015**, ~~Federal No Child Left Behind Act of 2001 as defined in 20 U.S.C. Section 7801~~, the unit member must be highly qualified to be eligible for an every five (5) year evaluation under this Section.
5. Mutual agreement may be withdrawn by either the evaluator or the unit member.

19.4 Dates for Evaluations

19.4.1 Prior to October 1, every school year:

A. Employees to be evaluated in a given year will be so informed in writing by the evaluators.

B. Employees to be evaluated shall also be informed as to:

1. Who the evaluator(s) will be **including name and title**;

2. The criteria to be used in the evaluation process **including specific CSTP's and or elements**;
 3. The steps to be included in the evaluation process;
 4. The provisions for support services and follow-up counseling; and
 5. The provision for evaluatee to **attach a statement of response** ~~append his/her statement to~~ **the** evaluation report if desired;
- 19.4.2 Prior to October 15 every school year: An initial conference between evaluator and evaluatee will be held.
- 19.4.3 Prior to February 1 every school year:
- A. For non-tenured teachers the mid-year evaluation conference and mid- year evaluation form are to be completed ~~by~~ **prior to** February 1.
 - B. If, at the option of either the permanent teacher or the evaluator, a mid-year evaluation is to be made, a mid-year conference and a mid-year evaluation form are to be completed ~~no later than~~ **prior to** February 1.

The remainder of this article shall remain status quo.

New evaluation forms attached.