

SUMMARY OF TENTATIVE AGREEMENT

**WITH ANTIOCH EDUCATION ASSOCIATION (AEA) BARGAINING UNIT
OF THE ANTIOCH UNIFIED SCHOOL DISTRICT**

To be acted upon by the Governing Board at its meeting on March 28, 2018.

GENERAL:

If this Public Disclosure is not applicable to all of the district's bargaining units, indicate the current status of the other units.

Classified and Management Open for 2017-18

The proposed agreement covers the following period: 07/01/2017 – 06/30/2018

COMPENSATION:

Proposed percentage increase in proposed agreement: 2.25% Effective 07.01.17 , Health & Welfare Adjustments 0.56% effective 01.01.18 and Teacher Stipend \$1,500 for combination class

Current year total cost increase for:	Salaries:	<u>\$1,552,500</u>
	Statutory Benefits:	<u>\$ 292,500</u>
	Health & Welfare:	<u>\$ 183,500</u>

OTHER PROVISIONS:

**Other Compensation: (off schedule stipends, bonuses, etc.)
Stipend of \$1,500 for teacher teaching combination classes (Approximately 18 teachers)**

Non-Compensation: (Class Size Reduction, Teacher Prep Time, etc.)

TOTAL COST OF COMPENSATION INCREASE (FY 2017-18) \$2,028,500.00

WAS THIS COST INCLUDED IN THE LATEST PROJECTIONS PROVIDED TO THE COUNTY OFFICE? Yes No

SOURCE FUNDING:

The following source(s) of funding have been identified to fund the proposed agreement:

Carry-Over money and new LCFF revenue.

FISCAL IMPACT IN CURRENT YEAR: (See attached MYP worksheet)

FISCAL IMPACT IN FUTURE YEARS:

The following assumptions were used to determine that resources would be available to fund these obligations in future fiscal years:

Growing /Maintaining Enrollment Districts:

N/A

Declining Enrollment Districts:

We have sufficient Ending Fund balance to support this compensation increase.

CERTIFICATION

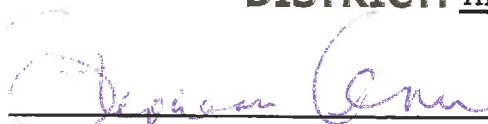
To be signed by the District Superintendent and Chief Business Official of the district prior to submission to the Governing Board and by the Board President upon formal Board action on the proposed agreement.

The certification is based on the most recent available information on state apportionments, property taxes and other sources of ongoing revenue as well as the most recent reasonable projections of ongoing expense.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement in accordance with the requirements of AB1200, AB2756 and Government Code 3547.5.

The Superintendent and Chief Business Official of the district certify that, based on the best of their knowledge as of the date of this certification, the district will be able to meet the costs incurred under the proposed agreement over the term of the agreement. Furthermore, all necessary adjustments to the current budget have been or will be made in order to provide the funding for the settlement that is outlined in this statement of disclosure.

DISTRICT: Antioch Unified School District



District Superintendent 3/28/2018
Date

Stephanie Anello


Chief Business Official 3/28/2018
Date
Teresa Santamaria

After public disclosure of the major provisions contained in this Summary, the Governing Board, at its meeting on March 28, 2018, took action to approve the proposed agreement.

President, Governing Board 3/28/2018
Date
Gary Hack

Association Rights – Article 7

March 12, 2018

7.5 **The Association shall have the right to represent any bargaining unit member requesting representation in any actual or potential discipline or dismissal proceeding with the District. Any unit member being requested to attend a meeting for actual or potential discipline or dismissal shall be informed of the purpose prior to the meeting.**

7.6 **New Hire Orientations**

7.6.1 **The Association shall be entitled to one (1) hour of time during the first day of the District's New Teacher's Orientation to meet with new unit members with regards to their rights and responsibilities as teachers and contract explanations.**

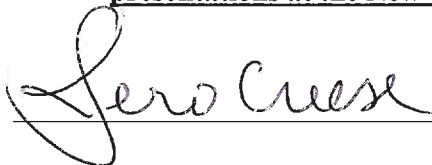
7.6.2 **For any certificated employees hired after the District's New Teacher Orientation, the Association shall be entitled to meet the new unit member(s) for one (1) hour during the new employee's workday/orientation within 10 days of the start of the unit member's work year. The District shall provide release time of one hour for an association representative to meet with the new employee to conduct the union orientation.**

7.6.3 **The meetings listed above in 7.6.1 and 7.6.2 are union meetings and management shall not be in attendance.**

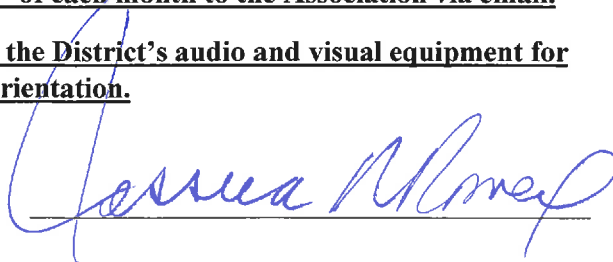
7.6.4 **The negotiated District calendar shall state the day of the District's New Teacher Orientation. The Association President shall receive written notice by email of the District's New Teacher's Orientation time at least Ten (10) days in advance of the New Teacher Orientation date.**

7.6.5 **The District shall provide the names, email addresses, cell phone numbers, and site assignment of all new hires by the 5th of each month to the Association via email.**

7.6.6 **The Association shall have access to the District's audio and visual equipment for presentations at the New Teacher Orientation.**



Jeri Creese, AEA Bargaining Chair



Jessica Romeo, Chief Human Resource, AUSD

Date: 3/13/18

Date: 3/14/18



**Antioch Education Association Proposal #8
3/8/2018**

**ARTICLE 11
HOURS OF EMPLOYMENT**

11.3 Collaboration Time

The first early release Wednesday per month, except for August, 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.

11.4 Unit members shall attend student planning meetings, which include IEP, 504, and SST meetings, as required. When possible, such meetings should 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 per month.

11.14 Preparation Time

11.14.1 Preparation Time in Grades 1-5: All bargaining unit members in grades 1-5, including 6th grade that are housed at elementary sites, shall be provided one hundred and fifty (150) minutes of preparation time during the instruction week.

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 preparation time as all other elementary teachers and prep periods shall be not less than thirty (30) minutes at a time.

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.

11.14.7 The District shall provide an online gradebook for use by unit members. Additionally, the District



shall provide initial training, as well as ongoing support and training as needed. After training, unit members who are the teacher of record, excluding elementary SDC, shall use the District provided online gradebook to provide assignment titles and grades at least every three weeks. The District may make this gradebook information accessible to parents as a means to engage parents regarding student achievement.

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)

Note: The remainder of Article 11 shall remain status quo.

Jeri Creese
Jeri Creese, AEA Bargaining Chair

For the Association

Date: 3/8/18

Jessica Romeo
Jessica Romeo, Chief Human Resources Officer

For the District


Date: 3-8-18



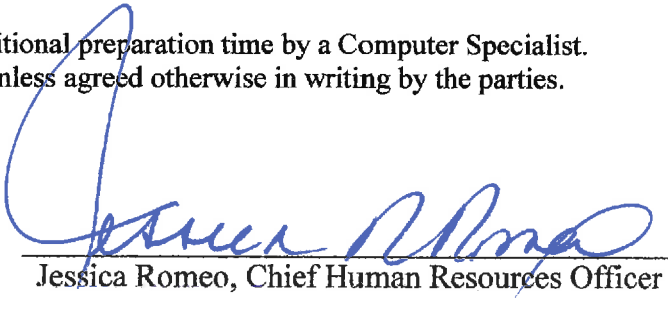
Memorandum of Understanding Between
Antioch Education Association and Antioch Unified School District
3/8/2018

The District and the Association agree to continue to provide computer support for students at the elementary level for an additional year. The parties agree as follows:

1. For the 2018-19 school year, bargaining unit members in grades 1 -5, and grade 6 at elementary sites, shall be provided an additional fifty (50) minutes of preparation time during the instructional week (200 total minutes).
2. It is the District's intent to provide the additional preparation time by a Computer Specialist.
3. This MOU shall sunset on June 30, 2019 unless agreed otherwise in writing by the parties.



Jeri Creese, AEA Bargaining Chair



Jessica Romeo, Chief Human Resources Officer

For the Association

For the District

Date: 3/8/18

Date: 3/8/18



**Antioch Education Association Proposal #9
3/8/2018**

ARTICLE 12

SALARY SCHEDULE AND PAYMENT FOR PAID EXTRA DUTIES

12.1.7 Extra Duty Schedule (Appendix G)

Add a stipend for PBIS Site Team Leader in the amount of one thousand four hundred seventy-five dollars (\$1,475).

Increase Stipend for Speech Language Pathologist with Assistant to two thousand five hundred dollars (\$2,500).

12.2 Compensation

12.2.1 For the **2017-2018** School Year, all salary schedules and advanced degree stipends in the Collective Bargaining Agreement shall be **increased by 2.25%, effective July 1, 2017.**

12.2.2 The extra duty schedule, stipends, hourly rate, period substitution, and all other rates of pay shall be **increased by 2.25% effective July 1, 2017.**

12.3 Supplemental Pay

12.3.1 Certificated Hourly Rate of Pay: Effective July 1, 2017, the certificated hourly rate of pay shall be ~~\$33.90~~ **\$34.66**. This certificated hourly rate of pay shall be added to the Extra Duty Schedule in Appendix G.

12.3.2 Before or After School Academic Support Programs Per Diem Rate of Pay: Effective on the first day of the 2017-2018 school year, the academic support rate of pay shall be the unit member's hourly per diem rate of pay. The per diem rate of pay shall be based on the 7 hour, 5 minute work day set forth in the collective bargaining agreement. (see Article 11.1.1) This rate of pay shall apply to all certificated teaching positions, ~~such as~~ **as including, but not limited to,** Credit Recovery, **Academic Subjects**, Math and Reading Interventions, **preapproved Tutoring and Homework Clubs in academic subjects**, Technology Classes, Summer School, Special Education Extended School Year, etc. **Site Administration shall email all site unit members all opportunities to apply to teach a Before or After School Academic Support Program as listed in this article. The District and the Association agree to meet to resolve any dispute regarding the application of the rate of pay for any Before or After School course.**

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 ~~\$43.42~~ **\$44.40**, 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 ~~\$54.13~~ **\$55.35**, 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 ~~\$63.42~~ **\$64.85**, prorated on the quarter hour, rounded up.

2. Bank Days

d) Unit members electing to use bank days shall enter the absence into the district substitute system at least 5 days in advance of the absence date.

e) Dispensation of Accumulated Periods or Hours

- 1) Unit members may, at their discretion, receive a combination of their tiered rate of pay, bank days or reinstatement of sick leave days earned and taken during the current work year. No more than ~~ten (10)~~ **five (5)** bank days may be carried over to the following work year **effective end of the 2018-2019 school year**. Unit members, however, may not receive compensation, bank days or reinstatement of sick leave days earned and taken during the current work year in excess of the number of periods or hours they earned serving period substitution.

Article 12 will be renumbered accordingly, as needed.

The remainder of Article 12 shall remain status quo.

Dollar amounts in this proposal reflect the proposed 2.25% salary increase.

Jeri Creese, AEA Bargaining Chair

Jessica Romeo, Chief Human Resources Officer

For the Association

For the District

Date:

3/8/18

Date:

3/8/18



**Antioch Education Association Proposal #6
3/8/2018**

**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 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 eighty (\$16,080)~~ **sixteen thousand six hundred eighty (16,680)** 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 twenty (\$19,020)~~ **nineteen thousand eight hundred (19,800)** dollars annually toward the cost of medical, dental and vision. This includes the District's minimum annualized monthly contribution required by CalPERS.

13.7.1 Eligibility for Retiree Health Benefits

- A. Unit Members Working for the AUSD prior to July 1, 2002:
 - 1. Prior to the First Workday of the 2011-2012 Work Year: The District shall contribute toward the premiums for health, prescription, vision and dental insurance for bargaining unit members and their dependent(s) for unit members retiring after reaching age fifty-five (55). Payment by the District for these benefits shall continue until the unit member is age sixty-five (65) or is eligible for Medicare, whichever comes first. The maximum District annual contribution shall not exceed the appropriate single or two-party amount as outlined in sections 13.2.1.A and 13.2.1.B in this Agreement between the Parties. This contribution includes the District's annualized minimum monthly allowable unequal contribution required by CalPERS Health Benefits Program. Premium payments for dental and vision shall be made by the District directly to the carrier. Premiums for medical and prescription coverage shall be paid by payroll deduction from the retired members CalSTRS retirement check. The District shall provide reimbursement directly to the retiree for the difference between the amount paid by the district for dental and vision and the maximum



district contribution amount for the appropriate single or two-party coverage.

2. **Beginning with the First Workday of the 2011-2012 Work Year:** The District shall contribute toward the premiums for health, prescription, vision and dental insurance for bargaining unit members and their dependent(s) for unit members retiring under California State Retirement Systems (STRS and/or PERS) after reaching age fifty-five (55). Payment by the District for these benefits shall continue until the unit member is age sixty-five (65) or is eligible for Medicare, whichever comes first. The maximum District annual contribution shall not exceed the appropriate single or two-party amount as outlined in Sections 13.2.1.A and 13.2.1.B in this Agreement between the Parties. This contribution includes the District's annualized minimum monthly allowable unequal contribution required by CalPERS Health Benefits Program. Premium payments for dental and vision shall be made by the district directly to the carrier. Premiums for medical and prescription coverage shall be paid by payroll deduction from the retired members CalSTRS retirement check. The District shall provide reimbursement directly to the retiree for the difference between the amount paid by the district for dental and vision and the maximum district contribution amount for the appropriate single or two-party coverage.
- B. **Unit Members working for the AUSD starting on or after July 1, 2002:** The District shall contribute toward the premiums for health, prescription, vision and dental insurance for bargaining unit members and their dependent(s) for unit members retiring under the California State Retirement Systems (STRS and/or PERS) after reaching age fifty-five (55) and who have completed fifteen (15) years of cumulative service with the District. Payment by the District for these benefits shall continue until the unit member is age sixty-five (65) or is eligible for Medicare, whichever comes first. The maximum District annual contribution shall not exceed the appropriate single or two-party amount as outlined in Sections 13.2.1.A and 13.2.1.B in this Agreement between the Parties. This contribution includes the District's annualized minimum monthly allowable unequal contribution required by CalPERS Health Benefits Programs. Premium payments for dental and vision shall be made by the district directly to the carrier. Premiums for medical and prescription coverage shall be paid by payroll deduction from the retired members CalSTRS retirement check. The District shall provide reimbursement directly to the retiree for the difference between the amount paid by the district for dental and vision and the maximum district contribution amount for the appropriate single or two-party coverage.
- C. **Unit Members Working for the AUSD starting on or after July 1, 2008:** The District shall contribute toward the premiums for health, prescription, vision and dental insurance for bargaining unit members and their dependent(s) for unit members retiring under the California State Retirement Systems (STRS and/or PERS) after reaching age fifty-five (55) and who have completed twenty-five (25) years of cumulative service with the District. Payment by the District for these benefits shall continue until the unit member is age sixty-five (65) or is eligible for Medicare, whichever comes first. The maximum District annual contribution shall not exceed the appropriate single or two-party amount as outlined in Sections 13.2.1.A and 13.2.1.B in this Agreement between Parties. This contribution includes the District's annualized minimum monthly allowable unequal



contribution required by CalPERS Health Benefits Program. Premium payments for dental and vision shall be made by the district directly to the carrier. Premiums for medical and prescription coverage shall be paid by payroll deduction from the retired members CalSTRS retirement check. The District shall provide reimbursement directly to the retiree for the difference between the amount paid by the district for dental and vision and the maximum district contribution amount for the appropriate single or two-party coverage.

D. For unit members retiring after July 1, 2018, the age requirement as outlined in A-C above will be reduced to age fifty (50) if the unit member's retirement is due to a disability accepted by CalSTRS/CalPERS.

The remainder of Article 13 shall remain status quo.

Jeri Creese
Jeri Creese, AEA Bargaining Chair

Jessica Romeo
Jessica Romeo, Chief Human Resources Officer

For the Association

For the District

Date: 3/8/18

Date: 3/8/18



**Antioch Education Association Proposal #5
3/8/2018**

**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
	4-5	30	1	33
(current MOU language)	6 at <u>Elementary</u> School	N/A	1	30
	6-12	26.6	1	<u>No academic class shall exceed 38 pupils</u>

15.4 Elementary General Education 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

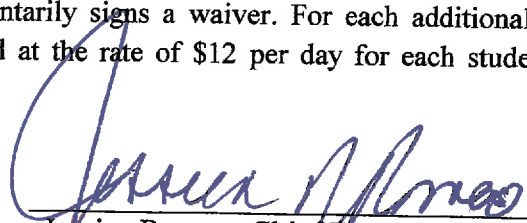
- 15.5.1 No Resource Specialists or Secondary Education Specialist shall be assigned a caseload which exceeds twenty-eight (28) students.
 - a. When a Resource Specialist or Secondary Education Specialist caseload goes above 28 students, he/she shall have the choice of serving those students and shall be compensated at the rate of \$12 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.

15.5.4 SDC size shall not exceed the following:

	Moderate/Severe	Mild/Moderate
Pre K/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 per day for each student above the maximum.


 Jeri Creese, AEA Bargaining Chair


 Jessica Romeo, Chief Human Resources Officer

For the Association

For the District

Date: 3/8/18

Date: 3/8/18



Side Letter of Agreement between
Antioch Education Association and Antioch Unified School District
3/8/2018

ARTICLE 15
CLASS SIZE

Upon ratification, for the 2018-2019 school year, the district and AEA agree to the following:

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.**

Jeri Creese

Jeri Creese, AEA Bargaining Chair

For the Association

Jessica Romeo

Jessica Romeo, Chief Human Resources Officer

For the District

Date: *3/8/18*

Date: *3/8/18*