MEMORANDUM OF UNDERSTANDING
between the
SAN LEANDRO UNIFIED SCHOOL DISTRICT
and the
SAN LEANDRO TEACHERS' ASSOCIATION

June 14, 2012

Tentative Agreement

The San Leandro Unified School District (District) and the San Leandro Teachers' Association (SLTA) mutually agree to extend the current 2007-09 contract through June 30, 2013, which shall remain in full force and effect, except as amended herein:

1. **Article VII – Hours**
   A. Eliminate existing Section "N" of Article VII

   B. Add new Section "N":
   "All principals will provide unit members their tentative assignments five (5) workdays prior to the end of the teacher work year. Assignments shall include:
   Elementary: Grade level and school site
   Middle School: Grade level(s), subject(s), and school site
   High School: subject area(s) and school site"

2. **Article IX, Class Size**
   (New G) Elementary Combination Classes:
   "Sites will ask for volunteers prior to assigning teachers to combination classes. Assignments will be a 1 year commitment and teachers will be given an opportunity to opt out of a combination class assignment for a second consecutive year. Fully credentialed teachers will be assigned to combination classes."

3. **Article X, Leaves**
   Bereavement Leave - Clarify the language in section G as follows:
   "Not more than three (3) days of absence, or five (5) days, if travel over 200 miles is necessary, shall be allowed under this section (200 miles one way, 400 miles roundtrip)."

4. **Article XV, Salary**
   If the base revenue remains at or above the 2011-12 figure, then effective February 2013 all SLTA members will receive an annual increase of $855 in the Medical Benefits section on the 2011-12 salary schedule.

   For purposes of this tentative agreement and the following memorandum of understanding, base revenue limit and any applicable calculations are described in the attachment to this document (referred to prospectively as the Attachment).

5. **MAA Memorandum of Understanding**
   The parties agree to meet to discuss and evaluate the April 27, 2009, MOU during the 2012-13 school year.

Memorandum of Understanding

The parties agree to enter into the following Memorandum of Understanding for the 2012-13 school year (July 1, 2012 through June 30, 2013), which unless otherwise specified below shall sunset on June 30, 2013.

1. Furlough Days (MOU):

SLTA unit members shall take up to two (2) unpaid furlough days during the 2012-13 school year as follows:

- The District shall absorb up to a $44 dollar reduction to the base revenue limit (BRL).
- If the BRL is reduced by an amount of $44.01 to and including $149.99 there shall be one (1) unpaid furlough day for 2012-13.
- If the BRL is reduced by an amount of $150 or more, there shall be two (2) unpaid furlough days for 2012-13.

2. Secondary Class Size Flexibility (MOU):

For the 2012-13 school year only: In each middle school (grades 6-8) no individual class in English, Social Studies, Mathematics, or Foreign Language shall exceed thirty-five (35), eliminating average class size requirements within the legal limit. In each secondary school (grades 9-12) no individual class in English, Social Studies, Mathematics, Foreign Language, Health and Safety, and Business shall exceed thirty-five (35), eliminating the average class size requirement, within the legal limit.

3. Article VII, Hours of Employment (MOU):

A. At the elementary level, 10 monthly faculty meetings plus three (3) "floating" faculty meetings per year. Meetings shall not exceed 90 minutes.

B. At the secondary level, one staff meeting per month not to exceed 90 minutes. One department meeting per month, not to exceed 75 minutes.

4. Article X, Leaves (MOU)

Maintain Personal Necessity Leave language in June 13, 2011, MOU.

5. Restorations for 2012-13 Only (MOU)

A. Return of the 186 day calendar, with a fully restored salary schedule

B. K-3 class sizes maintained at 28 – 1

C. Counselor program restoration: 5 at high school, 0.5 the alternative high school, 3 shared between middle schools. Provisions related to counselor restoration in the Attachment to this document shall be followed.

D. Maintain elementary school preps, and specialists (excluding 5th grade instrumental music FTE). Instrumental music will be integrated into the non-pullout 5th grade music program.

E. Secondary school librarians (2.6 FTE)

This agreement (two pages plus the Attachment) shall be in full force and effect on July 1, 2012, and up to and including June 30, 2013.

Anita Waldron 6/14/12

Anita Waldron (Date)
San Leandro Teachers' Association

John Thompson (Date)
San Leandro Unified School District

Attachment to the June 14, 2012, Tentative Agreement and Memorandum of Understanding between the San Leandro Teachers' Association and the San Leandro Unified School District:

Base Revenue Limit per Unit of ADA:
Base revenue limit, as described in the aforementioned tentative agreement and memorandum of understanding, refers to the District's actual unrestricted ongoing funded Base Revenue Limit per unit of average daily student attendance, after all deficit factors have been applied, including but not limited to, deficit reduction, equalization, and any other ongoing unrestricted changes to school funding.

The parties agree that the Base Revenue Limit figure for the 2011-12 school year, as described in the District's second interim budget, is $5,177.45. This number shall be used when calculating a potential increase to the Medical Benefits section of the SLTA salary schedule (#4 of the Tentative Agreement) or potential furlough days (#1 of the Memorandum of Understanding).

As soon as possible after the November election but not later than December 7, 2012, the parties shall meet to review any change in funded BRL as described above and as measured on the 2011/2012 second interim budget compared to the funded BRL for 2012/2013. During this initial meeting the parties shall make this required comparison, and shall consider the impact on the fiscal condition of the District as it relates to this agreement, to the possibility of additional restoration/enhancement options, and/or to the possible need for additional reductions.

When the parties meet, they shall discuss the impact of the following on the base revenue limit when calculating funded BRL/ADA:

1. Any supplanting of other revenue sources (e.g. "sweeping" categorical funds, weighted student formula, or some other change in funding.), or creation of new revenue made by increased funding or the opening up of categorical funds for sweeping.
2. Any state imposed funding cuts or shifts in expenses to the District that do not now exist.

The parties to this agreement recognize that this language anticipates that the State school finance system remains as prescribed in current law. If there is a change in the State school finance system either party may reopen this agreement.

Counselors

A. Contract language related to counselor staffing and student load shall be waived.
B. Caseload will be divided evenly within a margin of 10 students.
C. Counseling positions will be filled at the middle school and the high school by seniority preference.
D. Once counselors have selected their middle or high school positions, principals at the middle schools and high schools shall determine the specific counselor assignments at their sites.
E. Site administrators shall meet with SLTA representatives by September 15 to review their job expectations and assignments.