SLTA/ SLUSD Tentative Agreement
Contract Negotiations July 2013- June 2015

December 13, 2013

ARTICLE VII - HOURS OF EMPLOYMENT

B. Bargaining Unit Members shall perform reasonable duties assigned after work-site hours to accomplish their professional responsibilities. This shall include participation in the following meetings. **At the secondary level, 10 faculty meetings per year not to exceed 90 minutes each and 10 department meetings per year not to exceed 75 minutes each. At the elementary level, 10 faculty meetings plus three (3) "floating" faculty meetings per year that shall not exceed 90 minutes.** Emergency faculty meetings shall not be included in these averages or covered by the minute limitation; (b) State required meetings;**(c)** Open House; **(d)** Back to School Night;(**e)** supervision of student activities; **(f)** other meetings or functions mutually agreed upon by the Bargaining Unit Member and the principal or immediate supervisor.

G. Librarians, counselors, nurses, teachers on special assignment, and other Bargaining Unit Members who have limited or no teaching assignments will be assigned hours of employment by their immediate supervisors. The length of the workday will not exceed that of teaching members.

A teacher on special assignment is defined as a classroom teacher in the bargaining unit, who performs non-teaching or non-counseling duties. **All teacher on special assignment positions must be posted for internal candidates.** The assigned duties of a teacher on special assignment shall be specific in nature and limited to a period of **no more than three** years. **Teachers on special assignment completing their term may reapply for teacher on special assignment positions.**

ARTICLE IX - CLASS SIZE

The SLTA and District will meet and review the Special Education FCMAT Report within 30 days of completion.

ARTICLE X – LEAVES

J. In-Lieu Time

5. The in-lieu stipend will be **$40.00** per "regular" period, and **$62.00** per "block" period (which is at least 90 minutes). If less than half the block period needs to be covered by the unit member, the in-lieu stipend will be **$40.00**. If two bargaining unit members elect to split the coverage of the "block period", each bargaining unit member will receive half the "block period" stipend.

In lieu pay shall be retroactive to July 1, 2013. Payment of retroactive in lieu pay shall be sent to unit members in March 2014

Article XII Evaluation

SLTA and SLUSD will form an evaluation committee **with a maximum of six members, half from SLTA and half from the District,** to make recommendations of possible changes to the evaluation article. SLTA committee members shall be chosen by the SLTA President.

The parties will convene by February 15, 2014.

G.3.a Effective the 2014-15 school year, if an interim evaluation is necessary, an Interim Evaluation Conference must be held no later than the 25th of January.

H.3. Eliminate H.3.

Old H.4/New H.3 By January 25, Bargaining Unit Members receiving an Interim Evaluation shall be notified in writing and will have an Interim Evaluation Conference.

Adjust numbering after H.3 and dates in calendar matrix as appropriate.

ARTICLE XIV - TEACHER SAFETY

J. Each work site shall have a Site Safety Committee that includes SLTA bargaining unit members designated by the SLTA president that shall develop and annually review its site safety, health, and emergency preparedness plan for distribution to employees at the site. This committee shall also make the District aware of unaddressed safety issues at the site. The committee will meet during the school day or receive hourly rate of pay to attend at least one meeting per school year. The SLTA representatives will meet with the principal to make recommendations.

L. **All rooms occupied by SLTA members shall have doors that can be locked from the inside. These locks shall be installed by the beginning of the 2015-16 school year.**

ARTICLE XV - SALARIES

Replace A & B with the following:

2013-14 Compensation: Four percent salary schedule increase retroactive to July 1, 2013, to be added to the board approved SLTA salary schedules for the 2013-14 school year. In addition, $300 will be added to each cell on the salary schedule and to the Medical Benefits section to offset rising healthcare costs. This addition shall be effective January 1, 2014. This shall be implemented no later than the February 2014 pay warrant.

2c. Professional Growth

Bargaining Unit Members who have attained BA plus 60 units and who have been for at least one year on Step 10 of Class III shall be entitled to a professional growth allowance. A maximum of 10 semester units may be credited in any one year.

Professional growth units earned after June 4, 1993, will be considered for credit if verification is submitted to the Human Resources Office by October 31st. During the two-week period following October 31st, a committee will meet to review all submissions challenged by the Assistant Superintendent of Human Resources and will forward to the Assistant Superintendent of Human Resources courses recommended for credit. Individuals whose courses are disapproved on the grounds that there is only indirect evidence of their relation to the assignment of the Bargaining Unit Member should be given the opportunity to appear before the Committee and present their cases.

The Committee will consist of four members -- two appointed by the Bargaining Unit and two by the Superintendent.

g. Credit for training will be allowed either from accredited universities and colleges or from in-service courses, which have been approved by the administration. **Hours from these professional growth activities will be converted to regular university semester unit equivalents for salary schedule purposes.**

In-service courses are offered by the school district, and credit for these will qualify personnel for salary advancement under the following conditions:

(i) Two units per semester, or four units per year, are the maximum allowed.

(ii) Salary credit will be limited to a maximum of six units for each fifteen required for a given salary classification.

(iii) Prior approval is required for in-service courses for which college or university credit is not granted.

h. **Semester units (or quarter unit equivalents)** from accredited colleges and universities only will be recognized for salary schedule credit. Repetitive courses are subject to limitation for credit for salary schedule advancement. Prior approval of such possible courses should be obtained from the Superintendent's Office.

(4)(c) Paragraph 2 – Replace with the following:

The teacher in charge at Bancroft, John Muir, and Wilson will be compensated at 2% of Step 13, Column I, II, or III depending on the Unit member's column salary placement. A Unit Member placed beyond Column III shall receive the 2% stipend based on Column III, Step 13

(4)(g) The hourly rate shall be $32.50 effective July 1, 2013

Hourly pay shall be retroactive to July 1, 2013. Payment of retroactive hourly pay shall be sent to unit members in March 2014.

Delete D.

D. ~~Bargaining Unit Members hired on the same day of service shall have their seniority determined by lot at a meeting of the Assistant Superintendent of Human Resources and a designee of the Association. This seniority determination is intended to be available for use in the lay-off process only. Nothing in this section is intended to determine which criteria would actually be used in any layoff which may occur.~~

ARTICLE XXIII - COMPLAINTS CONCERNING SCHOOL PERSONNEL

The governing board places trust in its employees and desires to support their actions in such manner that employees are freed from unnecessary or unfounded criticism and complaints. **Unit members are encouraged to resolve complaints informally and every effort should be made to resolve the complaint at the earliest possible stage.**

The following steps shall be followed for complaints covered by this Article:

1. Complaints concerning school personnel should be made directly by the complainant to the person against whom the complaint is lodged. Upon request of the employee, the administrator shall be present at any initial meeting.
2. If the complaint is not resolved at this level, the complainant is requested to put the complaint into writing and to direct it to the employee's administrative supervisor, or principal. The District shall supply a copy to the employee within five (5) days of receipt.
3. At this time the supervisor shall attempt to schedule a meeting between the complainant, employee and supervisor. If the complaint, after review by the supervisor, remains unresolved, the supervisor shall refer the written complaint, together with the supervisor's report and analysis of the situation, to the Superintendent or his**/her** designee, with a copy to the employee.
4. The employee may send a response to the Superintendent within five (5) days of receipt of the supervisor's report.
5. The Superintendent's decision shall be final unless the complainant, the employee, or the Superintendent requests a closed hearing before the governing board on the complaint. If the employee so requests, an open hearing will be held.
6. No hearing, either open or closed, will be held by the governing board on any complaint unless and until the board has received the Superintendent's written report concerning the complaint. The Superintendent's report shall contain, but not be limited to, the following:
   A. The name of each employee involved.
   B. A brief but specific summary of the nature of the complaint and the facts surrounding it, sufficient to inform the Governing Board and the

employee(s) as to the precise nature of the complaint and to allow the employee(s) to prepare a defense.

C. A true copy of the signed original of the complaint itself.

D. The decision of the Board shall be final. However, nothing shall preclude the employee from filing a grievance alleging a violation or misinterpretation of this Agreement.

Failure of the complainant to put the complaint into written form will be considered by the District as a dropping of the complaint, and no record shall be placed in the employee's file.

After a written complaint is received by the District, the employee and/or the complainant may have a conferee or other representation.

This Article does not apply to one Bargaining Unit Member filing a complaint against another Bargaining Unit Member.

NEW:

The District and Association agree that complaints against unit members, whether written or verbal, that include allegations of violations of state or federal law are not subject to the procedures, limitations or requirements set forth in Article XXIII of the parties' CBA. In such cases, the District may address and act in response to such complaints entirely independent of Article XXIII, and such matters shall not be grievable. Within 10 days (as defined in CBA, Article V Section A.3) of receipt of such a complaint, unless otherwise required by law, the District will notify the Association and the unit member, in writing, as to the existence of the complaint and a brief summary of the alleged violations of state or federal law.

ARTICLE XXXIII – TERM

This agreement shall remain in full force and effect up to and including June 30, 2015, and thereafter shall continue in effect year by year unless one of the parties notifies the other in writing no later than March 15 of its request to modify, amend, or terminate this Agreement. During the 2014-15 school year, either party may reopen Article XV – Salaries plus ***two (2)*** additional article***s***. The parties shall notify each other in writing of their intent to reopen by March 15.

Modifications provided by the negotiated settlement shall be effective only from the date of this agreement's ratification except as specifically provided above.
The parties hereto have caused this document to be executed by their duly authorized officers this 13th day of December 2013.

Anita Waldron

San Leandro Teachers' Association
Anita Waldron
SLTA Vice President &
Bargaining Chair

San Leandro Unified School District
John Thompson, Ed.D.
Assistant Superintendent