San Leandro Unified School District
And
San Leandro Teachers' Association

Tentative Agreement
For
Contract years July 1, 2015- June 30, 2018

June 1, 2015

Article IV Association Right

C. Insert Appendix S (pg. 167)

c. **SLTA shall have access to the District email system for the purposes of all lawful union communications, subject to the District's Employee Use of Technology Policy and lawful school board policy. The Employee Use of Technology Policy will be amended to clarify that acceptable use of email will include SLTA's use to communicate to bargaining unit members concerning lawful union business, subject to lawful school board policy.**

SLTA will inform bargaining unit members that they should limit their access to SLTA email to non-duty teaching time.

The District will establish a separate email account for SLTA's use and to establish reasonable sub-groups at SLTA's request. SLTA's use shall be limited to officers that is designates as authorized originators of messages.

SLTA agrees that it will not interfere with the regular business use of the system. ~~by limiting attachments to emails to less than one (1) megabyte.~~

Article VI Organizational Security

c. 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 SLTA/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 **a** ~~one of the following~~ non-religious, non-labor organizations, ***or*** charitable funds exempt from taxation under sections 501 (c) (3) of Title 26 of the Internal Revenue Code. ~~:~~ **~~Determine qualifying charities under Title 26 of the IRS Code.~~**

~~1. United Way~~

~~2. CHAD~~

Such payment shall be made on or before October 15 of each school year, or within 30 days of commencing assigned duties for a new employee during the school year.

Article VII Hours of Employment

D. All Bargaining Unit Members shall have time assigned for preparation and planning. A preparation period is defined as a sustained block of time scheduled without students during the students' school day. Preparation time will be used by Bargaining Unit Members to plan and conduct activities necessary to present courses of instruction to students. Other duties mutually agreed upon by the Bargaining Unit Member and his/her principal or immediate supervisor may be assigned during the preparation period. This does not preclude scheduled conferences with administrators, other teachers, parents or students during the preparation and planning time. (See Side Letter)

Every elementary Bargaining Unit Member shall have four preparation periods per week of ~~45~~ 50 **consecutive** minutes and one period per week from 1:50-2:30 P.M. on the weekly early dismissal day. Secondary teachers shall have five periods per week (one per day) set aside for preparation and planning. Preparation periods are available during student days.

H. The **transitional kindergarten (TK) and** kindergarten teachers' scheduled student contact time shall be ~~290~~ **295** minutes per day for ~~four (4)~~ **five (5)** days. ~~and 210 minutes on Wednesdays. This student contact time is inclusive of recesses.~~ The **TK and** kindergarten teachers' workday shall be the same as all other Bargaining Unit Members. **The TK and** Kindergarten teachers' preparation and planning time shall be **the same as all elementary bargaining unit members.** ~~exclusive of the above student contact time.~~ **In addition, TK-K teachers will receive 20 minutes consult time each day to meet with parents/guardians, with the exception of Wednesdays.** ~~Kindergarten teachers are not expected to supervise, during the small-group instructional time, those students not assigned to that time.~~

I. When the majority of the Bargaining Unit Members at any school site are required to return to school for a school program, they shall be provided with a minimum day. Back to School Night and Open House will not be scheduled on an already-shortened day. **Bargaining Unit Members may leave campus as soon as the students are dismissed on these minimum days.**

Article VIII- Job Sharing

E. Members requesting a job-share assignment will prepare and submit to the principal a proposed plan noting the specific days to be worked, planning time usage, attendance at meetings, parent conferencing and report card responsibilities. **Members will be required to attend staff meetings** ~~and staff development~~ **on a pro rata basis according to their percentage assignment. The member attending the staff meeting** ~~and staff development~~ **will be required to provide the non-attending member detailed notes** ~~(on form jointly developed by the SLTA/District)~~ **of the topics presented**

and all distributed handouts and supporting documents. Alternately, the members may agree to voluntarily attend staff meetings ~~and staff development~~ and be paid at the hourly rate for the meeting time they would not normally be required to attend. Attendance at staff development days ~~meetings~~ will normally be a requirement of both members. A copy of the proposed plan shall be included with the application

I. ~~If a Unit Member requests and is granted a reduced assignment or a job-sharing assignment beyond the five consecutive years, the Unit Member's employment status in the District will be reduced to and based on the percent of the reduced assignment or job-sharing assignment at the end of the fifth year of a reduced assignment or a job-sharing assignment. This means that the employee will resign the percent of his/her assignment that is less than 1.0 FTE.~~

Article IX- Class Size

A. Elementary class size shall not exceed the following **(Include GSA MOU)**

1. **SLUSD and SLTA agree to a collectively bargained alternative annual average class enrollment for each school site in grades TK-3 (3/4 Combination classes will follow the GSA statue). The alternative average class size for each school site is outlined below:**

School Year	School Site Averages and Maximum Class Size (Hard Cap)
2014-15	27.5:1 – No class size larger than 28
2015-16	27:1 – No class size larger than 28
2016-17	26.5:1 – No class size larger than 27
2017-18	26:1 – No class size larger than 27
2018-19	25.5:1 – No class size larger than 26
2019-20	25:1 – No class size larger than 26
2020-21	24:1 – No class size larger than 25

2. **Exceeding Maximum Class Size Limits:**

Class size averages may be exceeded at the beginning of the school year as described in Article IX, Section E, of the CBA between the parties (applies to the Fall Trimester at elementary). In the event that an individual class exceeds the school site maximum average after the period of time designated in Article IX, Section E, the affected teacher will receive $120 per student during each attendance month that students are on the teacher's class roster and the class size is exceeded. Payment of the stipend will be made following the end of each trimester.

Class maximums (hard caps) may be exceeded by one (1) student with the consent of the teacher only after all classes at the grade level district wide are at the maximums per this Side Letter Agreement, and with additional compensation as provided above. If the teacher does not consent to the permanent placement of the extra student in the teacher's class, the District may make a temporary placement in that class, not to exceed five (5) school days, while securing a permanent class placement elsewhere.

If the Grade Span Adjustment program (Education Code Section 42238.02) is replaced, unfunded, underfunded, placed in abeyance, or substantially modified, the parties agree to reopen negotiations regarding staffing ratios in grades TK-3.

District Averages		Class Maximums	
K -5	29	~~K-3~~	~~32~~
		4-5	32-

Class maximums may be exceeded by one (1) with the consent of the teacher. If the teacher does not consent to the permanent placement of the extra student in the teacher's class, the principal may make a temporary placement in that class, not to exceed five (5) school days, while securing a permanent class placement elsewhere.

At no time during the school day shall any maximum class size be exceeded.

B. Middle Schools: Grades 6-8

The counselor program shall be staffed at a minimum of ~~5~~ **6** FTE at the high school **level, ~~.5 FTE at the alternative high school~~** and ~~3~~ **4** FTE shared between the middle schools~~.~~ The counselor work year will be 194 days, which includes 8 additional workdays, which will be paid at the per diem rate beyond the SLTA 186 day work year. (This reflects an increase of three paid days for counselors.) Counselors also will have work year scheduling flexibility for up to 2 days to be reasonably scheduled during the regular school year. A new counselor salary schedule will reflect the increased work year.

G. Elementary Combination Classes: Sites will ask for volunteers prior to assigning teachers to combination classes. Assignments will be a one (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. **Teachers either volunteering or assigned to teach combination class will receive a $1500 stipend.**

H. The school nurse allocation shall be 3.0 full time equivalent district wide.

Article X Leave of Absence

R. California Family Rights Act/Family and Medical Leave Act

1. The District shall comply with the applicable provisions of the California Family Rights Act and the Family and Medical Leave Act. Nothing herein shall be construed to delete any rights in the contract or the Education Code. **Sick leave may be applied**

concurrently with the Family Medical Leave Act (FMLA) & California Family Rights Act (CFRA)

2. Specifically, the Acts permit ~~unpaid~~ leave for birth of a child, placement of a child for adoption or foster care, to care for a spouse, child or parent with a serious health condition, or a serious health condition which renders the employee unable to perform job functions.

Article XV Salaries

1. ~~2014-15~~ **2015-16** Compensation: **5.00**% salary schedule increase, **effective July 1, 2015.** ~~retroactive to July 1, 2014,~~ to be added to the board approved SLTA salary schedules for the ~~2014-15~~ **2015-16** school year.

m. ~~Special teachers in the area of speech and physically handicapped will be paid a stipend equal to 6.5 percent of their Class placement at the highest Step for that Class up to Column III, Step 13, provided they have the special credential which permits them to teach these groups. Four (4) periods of special teaching are required on the secondary level to qualify for the stipend. Teachers with the special credential who teach these classes less than four (4) periods will be paid at the rate of one fourth (1/4) the additional stipend multiplied by the number of periods taught.~~

Teachers of ~~mentally retarded and educationally handicapped~~ **Mild/Moderate classes and Moderate/Severe** classes will receive a stipend equal to 6.5 percent of their Class placement at the highest Step for that Class up to Column III, Step 13. **Resource Teachers** will receive a stipend equal to 3.25 percent of their Class placement at the highest step for that Class up to Column III, Step 13. Teachers on the secondary level must teach a minimum of four (4) ~~special~~periods **of Special Education classes** to qualify for the stipend. Lesser assignments will be based on one-fourth (1/4) of the amount per period taught.

6/3/15

Rosanna Mueth 6/3/15

2. r. School Psychologists, Behavior Specialists, ~~and~~ Program Specialists **and Speech Therapists** will be placed on Class III of the Bargaining Unit Member's salary schedule, and will receive an additional stipend equal to 9.75 percent of Class III, Step 13. Up to ten (10) years credit for appropriate prior experience in education or private practice with a credential will be given. After six (6) years of service in the District, school psychologists will be eligible for the Professional Growth Increment provided they have sixty (60) units beyond the Bachelor's Degree and have at least thirteen (13) years of credited experience.

s. Employee Fringe Benefits

(i) **Participation in** ~~D~~dental coverage ~~insurance~~ is **mandatory** ~~required~~ for employees. ~~And available for dependents if a group qualifies.~~ **The District will cover the cost of the base plan for dental coverage for unit members. Unit members may elect to have additional**

plan for dental coverage for unit members. Unit members may elect to have additional coverage, including dental coverage for dependents if a group qualifies, but any additional costs or out of pocket costs will be borne by the unit member, less the cost of the base plan.

Z1. New Language

The SLTA and the District will form a Joint Health Insurance Committee to examine the district's current health plan options and determine if there are other options that could reduce the out of pocket costs for our current and retired members. The Committee will meet by October 15, 2015 and will provide a report to the SLTA Executive Board and the School Board by April 15, 2016 on its findings.
(This will be a Side Letter agreement)

Article XXI Miscellaneous Provisions

I. The SLTA and the District will form a joint Wellness Committee. The purpose of this committee is to explore ways to increase the wellness of SLTA members and to make recommendations to the SLTA Executive Board and School Board to promote a healthy working environment. This committee will meet quarterly.

(This will be a Side Letter agreement)

ARTICLE XXXI – AM/PM KINDERGARTEN

~~A. AM/PM kindergarten site schedules are required to meet legal mandates for full funding and comply with applicable provisions of this Agreement.~~

~~B. AM/PM Sections will be paired. If only one section is available it shall be configured using a staggered schedule. When it is determined that a kindergarten teaching assignment exists which will not be shared, the unit member at the site currently teaching kindergarten with the greatest District seniority shall choose whether to accept this assignment. If the position is declined, then the opportunity shall be offered to the next most senior kindergarten teacher at that site until the position is filled or is assigned to the least senior kindergarten teacher at that site. In subsequent years, the assignment will be rotated by seniority unless otherwise determined by the affected unit members at the site. A solo teacher that has previously taught a solo kindergarten assignment will not be eligible for the same assignment until all other kindergarten teachers at the site have either served or waived the assignment.~~

~~C. Paired kindergarten teachers shall determine who receives which assignment by agreement. Should agreement not be reached, then the kindergarten teacher with the greatest seniority in the District shall in the first year choose. Thereafter, the assignment will rotate unless otherwise agreed.~~

~~D. Kindergarten teachers are encouraged to choose partners subject to consultation and final approval by the site administrator. If a partner is not selected, any affected unit member will be~~

~~given the opportunity to provide input into the interview and selection process consistent with the need to make necessary assignments.~~

~~E. Each partnership's effectiveness is dependent upon the establishment of a cooperative working relationship. In the event a disagreement occurs which allegedly violates a provision of this Agreement, the Grievance Procedures under Article V are available. If the disagreement of dispute does not necessarily involve violation of a contract provision and the kindergarten teachers are having difficulty in resolving the matter, both parties should attempt to reach a mutually agreed upon resolution of the issue with the site administrator. In addition, or alternatively, use may be made of a District-appointed facilitator. If either kindergarten teacher is unaccepting of the resolution, it may be appealed within five working days to the Superintendent of designee. This resolution shall be final subject to the rights of the Association under this Agreement and the review authority of the Board.~~

Article XXXIII - TERM

J. This Agreement shall remain in full force and effect up to and including **June 30, 2018**, and, thereafter, shall continue in effect year-by-year unless one of the parties notifies the other, in writing, no later than March 15th of its request to modify, amend or terminate this Agreement. During the **2016-17 and 2017-18** school year, either party may reopen Article XV – Salaries plus two (2) additional articles. 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 his agreement's ratification except as specifically provided above.

The parties hereto have caused this document to be executed by their duty authorized officers this 1st day of June 2015.

Anita Waldron

Anita Waldron, SLTA Vice President & Bargaining Chair

Rosanna Mucetti

Rosanna Mucetti, Ed.D, Deputy Superintendent

6/1/15

Jon Sherr, SLTA President

John Thompson, Assistant Superintendent Human Resources

Memorandum of Understanding Between
San Leandro Unified School District and
San Leandro Teachers' Association

The San Leandro Unified School District ("District") and the San Leandro Teachers' Association ("SLTA") hereby enter into this Memorandum of Understanding ("MOU") regarding the TK/K teacher work schedule. The District agrees to maintain the TK/K teacher schedule used during the 2014-15 school year for the 2015-16 school year.

This MOU sunsets on June 30, 2016. As of July 1, 2016, the District will implement Article VII H as described in the 2015-2018 collective bargaining agreement. The District and SLTA have agreed upon this MOU in order to provide teachers and families the opportunity to be supported through the associated changes highlighted within the article.

San Leandro Unified School District

Rosanna Muratti 6/4/15

San Leandro Teachers' Association

6/4/15