San Leandro Teachers Association
And
San Leandro Unified School District
Contract Negotiations (re-openers) Tentative Agreement – July 1, 2016- June 30, 2017
September 30, 2016

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 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. **If unit members do not receive a daily prep due to conferences, testing, early release, or similar events, they shall have the equivalent amount of preparation time each week.** Preparation periods are available during the student days.

ARTICLE IX CLASS SIZE

A. Elementary class size shall not exceed the following:

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 statute). 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

TK and Kindergarten class size for the **2017-18** (and through 2020-21) school year will be school site average of 24 with a hard cap of 25, Section 2 will apply including the payment for individual teachers having 1 over the average of 24 at 25.

D. Maximum size for special education classes shall be those limits prescribed by law. **The District will seek to keep SDC classes, including Adaptive PE classes, to class sizes of 12 students in moderate/severe classes and 15 students in mild/moderate classes after October 15 . If after October 15 these class size levels are exceeded a meeting will be held with the teacher, a SLTA Representative and the administration to discuss the appropriate level of resources needed, to support the class through the end of the year.**

1. **For the 2016-17 and 2017-18 school year each day an assigned paraprofessional aide (or substitute) is not available to support the SDC classroom teacher a payment of $50.00 will be made to a classroom budget to be directed by the impacted teacher. These funds will be directed by the classroom teacher to support the goals of the classroom.**

ARTICLE X LEAVES

F. Personal Necessity

6. Unit members may use up to **four (4)** of the above ten (10) days of personal necessity leave without disclosing the purpose of the leave. However, such leave must be requested three (3) work days in advance of the leave, must comply with the general purpose of personal necessity leave as defined above, and no more than five (5) percent of the bargaining unit, or ten (10) percent from any one site may use such leave on the same day. If reasonable cause exists, the Superintendent may conduct a confidential investigation regarding the use of personal necessity leave under this section and section 4 above.

J. In-Lieu Time

1. In-lieu time is **paid or** accumulated when a Bargaining Unit Member, during a preparation/work period, supervises another Member's class for one period, as assigned by the administration, and when the unit member has begun rendering such service. At the time of rendering the service, a unit member may choose to accumulate in-lieu time, or to be paid at the in-lieu stipend rate.

2. A Unit Member may use accumulated in-lieu time for professional purposes or to supplement personal necessity leave. In-lieu days will be credited on the basis of one (1) day for each six (6) periods for elementary teachers or five (5) periods for secondary school teachers. The in-lieu time credit may accumulate from year to year but shall not exceed **three (3)** days. **A unit member may accrue a maximum of three (3) days of in-lieu time credit per year. An additional in lieu time shall be paid at the in-lieu stipend rate.** In-lieu time may be transferred to another Bargaining Unit Member by mutual consent provided it is reported to the District in advance. A list of volunteers will be developed at the beginning of each year, and can be revised throughout the year. The list will be used on a rotational basis, in so far as practical. If no volunteers are available, a rotation system for bargaining unit members will be used. In an emergency, cases where regular substitutes are unavailable, and the use of administration and volunteers is not workable, the site administrator **by written memo** may assign a bargaining unit member. **An emergency shall be defined as an unplanned event that causes a bargaining unit member to need coverage with little or no warning.**

3. When a Bargaining Unit Member is assigned to substitute for another Member's class for a non-emergency as defined in Article VII, F, during preparation period, the Bargaining Unit Member shall be credited with two (2) in-lieu periods for each in-lieu period taught. This section shall apply when the District fails to secure a substitute for the absent teachers. In an emergency, in cases where regular substitutes are unavailable, and the use of administration and volunteers is not workable, the site administrator may assign a bargaining unit member.

4. When the students in a K-5 class are assigned to other teachers because no substitute is available, the teachers who are assigned such students shall divide the daily substitute rate. The proportion of the daily payment each teacher receives shall be the proportion of the absent teacher's class, which is assigned to the teacher. Principals will ask for volunteers for this class coverage. Students shall be first placed with volunteers on a rotation basis. Thereafter, they will be placed with non-volunteers when necessary. Pursuant to the provision, class size maximums established by contract or law shall not be exceeded. Further payments under this provision shall be made **monthly.**

5. The in-lieu stipend will be **$50.00** per "regular" period, and **$75.00** 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 **$50.00**. 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.

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). **The intent of this language is to allow unit members who qualify for CFRA/FMLA to access their sick leave balances regardless of whether or not it is for their own personal illnesses when their absences are for approved CFRA/FMLA reasons. In the event that unit members have exhausted all of their leave options per Article X, and they continue to be absent due to approved CFRA/FMLA reasons, they shall receive substitute differential pay for such absences during the period of time they are eligible for CFRA/FMLA in the same manner that employees would receive substitute differential pay for personal illness reasons.**

S. The district will provide information sheets and application forms on the district website for all leaves found in Article X. Information provided will include description of leave, process for application, timelines, approval process and any possible costs associated with the leave.

ARTICLE XIV TEACHER SAFETY

The parties are in agreement that safety of the bargaining unit members is a priority.

A. In the event that the physical condition or behavior of a student is deemed a hazard to the safety of a teacher through disease or overt actions, the teacher may cause that student to be removed from class for the remainder of that day and the following day, sending the student to the principal for appropriate action **(see Safety Appendix Ed Code 48900)**. In the event of an assault or threat to a Bargaining Unit Member by a student or adult, the teacher shall report the incident to the principal immediately who will take appropriate action including a report of the incident to the police. The District shall inform teachers of conditions that are of imminent danger or hazardous to the full extent required by law.

L. The District will notify teachers and counselors of students who have been suspended from violating acts set forth in Education Code 48900 **(see Safety Appendix)** within three (3) school days.

ARTICLE XV SALARIES

1. **2016-17** Compensation: **2.5**% salary schedule increase, effective July 1, 201**6**, to be added to the board approved SLTA salary schedules for the **2016-17** school year.

q. Additional Compensation

(ii) Whenever Department Heads are utilized, the principal shall select a Department head from two candidates proposed by the Unit members of the Department. Head shall serve a two-year term. If nominated and selected, Department Heads may serve successive terms.

Department Heads shall make recommendations to the principal based on the majority viewpoint of the affected Unit Members concerning site and department fund allocations, room and course assignments, curriculum, materials and supplies, staff development, and other department concerns.

Department Heads shall conduct monthly department meetings, serve on the Subject Area Committee, and meet as scheduled with the principal. Other duties shall be performed as mutually agreed upon by the Department Head and the principal.

At the elementary level, leadership members will be selected by teachers from within each grade level one teacher per level shall serve a two-year term. These teachers will receive hourly pay for required time and work outside contractual hours.

(iii) Special Assignment Salary Schedule

Unit Members assigned to the following categories shall be paid additional compensation based on Class I, Step I (BA to 44 or less) of the revised salary schedule where noted:

(1) Secondary/Middle School Drama Director

(a)	Major fall production	2.5%
(b)	Major spring production	2.5%

(2) Music Director

(a)	Secondary Vocal Director	5%
(b)	Middle School Vocal Director	3%
(c)	Secondary Instrumental Director	6%
(d)	Middle School Instrumental Director	3.5%
(e)	**Marching Band Director**	**3%**

(f) The hourly rate shall be **$42.50**. This rate shall be used as a basis to initially establish stipends for new positions or new appointments to existing positions unless another stipend amount has been previously negotiated. Continuing stipend amounts shall be determined through the negotiations process as is legally appropriate. Nothing in this provision shall prevent the Association and the District from negotiating stipends reflecting special conditions such as limited funding.

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