San Leandro Unified School District (SLUSD)
And
San Leandro Teachers Association (SLTA)
Tentative Agreement
June 12, 2018

ARTICLE IV ASSOCIATION RIGHTS

G. MOU- Release time

K. See Appendix Z – Staff Orientation/Onboarding.

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.

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.

All Elementary Specialists who voluntarily agree to accept up to three (3) students per class over the class size maximum as listed in this article will receive an annual stipend of $2,000. Elementary Specialist teachers will not receive other compensation for exceeding class size maximums.

2. Exceeding ~~Elementary~~ 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 Grades TK – 3, i**n 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~~ **monthly**.

If a 4th or 5th or combination 4/5 grade teacher agrees to accept a 33rd student, the affected teacher will receive $150 per student during each attendance month that students are on the teacher's class roster and the class size is exceeded.

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 maximums, 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~~ **principal** 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	4-5	32

Class maximums may be exceeded by one (1) with the consent of the teacher. **If a 4th or 5th or combination 4th/5th grade teacher agrees**

to accept one more student then the current class size maximum, the affected teacher will receive $150 during each attendance month that student is on the teacher's class roster and the class size is exceeded. 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~~

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.~~

E. These class maximums will not be exceeded after fifteen (15) days for the fall semester and ten (10) days for the spring semester. The Superintendent may for good cause extend these deadlines for up to five additional days. **After the fall and spring deadlines have passed at no time during the school day may class size maximums be exceeded** except as otherwise described in this article.

H. The school nurse allocation shall be **a minimum** of 3.0 full time equivalent district wide.

I. If a middle school or a high school teacher agrees to voluntarily accept one student over the contractional maximum as listed in this article for the subject or class that teacher will receive a $60 stipend per student for any portion of the attendance month that student is on the teacher's class roster and class size is exceeded. Teachers cannot agree to accept more than one student over the class size maximums listed in this article.

J. The district will maintain at least one 1.0 FTE special education program specialist.

X LEAVES

A. Sick Leave

3. Extended Illness Leave. When a Unit Member employed in a position requiring certification qualifications is absent from duty on account of illness or accident for a period of five (5) school months or less, whether or not the absence arises out of or in the course of the employment of the Member, the amount deducted from the salary due him/her for any month in which the absence occurs shall not exceed **the daily substitute rate during his/her absence whether or not a substitute is employed**. ~~paid the employee employed to fill his/her position during his/her absence or, if no substitute employee was employed, the amount which would have been paid to the substitute had he/she been employed.~~ The five (5) month period will begin when all accumulated sick leave has been used. ~~This provision applies only to the illness of the employee and not to illness or other circumstances in the immediate family~~

D. Parental/Adoption Leave

A Unit Member may be granted **three (3)** days of parental leave without loss of pay during or immediately after the birth of the Unit Member's child. A Unit Member may be granted **three (3)** days of family leave without loss of pay during or immediately after the adoption of a child.

XI TRANSFERS

5. A transfer is an action which results in the movement of a Bargaining Unit Member from one site to another site. Such a transfer may be immediate or delayed. Reassignment as used in this article shall refer to the movement within a site from 4th or 5th positions to **TK**, Kindergarten, 1st, 2nd, or 3rd grade positions. **All provisions in this article governing transfers will apply to the movement within a site from 4th or 5th grade positions to TK, Kindergarten, 1st, 2nd, or 3rd grade positions**.

F. Administratively Initiated Transfers:

6. A Member who is transferred **or relocated at the same site** during the school year shall, upon request, be released from his/her regular duties for up to three working days for the purpose of relocating or, if approved by the site Administrator receive pay in lieu of such release

time up to **twenty (20)** hours of pay at the hourly rate of pay. A member who is **transferred or** relocated during a break shall receive up to **twenty (20)** hours of pay at the hourly rate of pay. The District shall provide upon request reasonable assistance in moving a Bargaining Unit Member's material.

XIV TEACHER SAFETY

G. The district will use video surveillance cameras to foster a safe educational environment while respecting the rights of the Bargaining Unit Member. In that regard, images from surveillance cameras showing one or more Bargaining Unit Members shall not be used by any party in any **supervision, evaluation or** disciplinary proceeding against the Bargaining Unit Member. The limited exception to this exclusion shall be when such images may become evidence involving an incident that constitutes unlawful criminal activity.

ARTICLE XV - SALARIES

1. **2018-19 Compensation: 3.50% salary schedule increase, effective July 1, 2018. ~~to be added to the board approved SLTA salary schedules for the 2017-18 school year~~**.

2. Provisions governing payment of salary and extra compensation are set forth
below.

c. 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.

Beginning in the 1976-77 school year credit for PGI courses will be allowed if transcripts with rationale are submitted to the **Personnel Services** Office by October 31. This will apply to courses, which were completed after November 1, 1975. During the two-week period following October 31, a committee will review all such submissions and will forward to the Assistant Superintendent of **Personnel Services** 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 shall be given the opportunity to appear before the committee and present their cases.

Professional growth units earned after June 4, 1993, will be considered for credit if verification is submitted to the **Personnel Services** Office by October 31. During the two-week period following October 31, a committee will meet to review all submissions challenged by the Assistant Superintendent of **Personnel Services** and will forward to the Assistant Superintendent of **Personnel Services** 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. 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.

f. Only full years of experience will count toward placement on the schedule. A full year is 75% of the full number of days in a regular school year **accumulated at one or more schools**. Leaves of absence do not count as years of experience, unless spent in overseas or exchange teaching or on sabbatical. (See exception in Job Sharing Article)

p. School Psychologists, Behavior Specialists, 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.

q. Additional Compensation

(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) **A. Secondary Music (Vocal & Instrumental) Performances Beyond the Work Day.**

(a) Middle School-Vocal and Instrumental teachers shall share equally a total of 6.5% at each site.

(b) SLHS-Vocal and Instrumental teachers shall share equally a total of 11%.

(c) Teachers may receive only one stipend listed above.

(d) Teachers working at more than one secondary site will receive the higher stipend

~~(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%~~

(B) Marching Band Director 3%

(3) Coaches

(a)	High School head coaches - football, basketball, baseball, softball, volleyball, track and wrestling	8%
(b)	All other senior high head coaches	7%
(c).	High School spirit coach	7%
(d)	High School assistant, junior varsity and sophomore coaches	6%
(e)	Middle School coaches	5%
(f)	Middle School intramural coaches	3%

(4) The Athletic Director and Activities Director at the high school will each receive one period of released time for their respective activities. Additionally, the Athletic Director will receive a ten (10) percent stipend and the Activities Director a five (5) percent stipend. These stipends shall be based on Class I, Step 1 of the salary schedule.

If the middle schools elect to use an Athletic Director, they shall receive a middle school coaching stipend to perform athletic director work.

NOTE: Up to 40 hours for team coaches involved in summer session coaching shall be reimbursed at the summer school rate. Advanced approval is required.

(b) A designated Teacher-In-Charge shall receive his/her regular salary plus a 6.5% stipend based on Step 13 of Column I, II, or III depending on the Unit Member's column salary

placement. A Unit Member placed beyond Column III shall receive the 6.5% stipend based on Column III, Step 13.

The District and the SLTA shall meet to mutually agree on the tasks and responsibilities assigned to teachers designated as "Teachers-In Charge."

The Teacher In charge at **middle and elementary sites with more than on administrator** 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.

w. Longevity

A longevity increment will be paid at the **16th, 20th, and 24th** step of the salary schedule.

Only full years of experience will count toward the longevity increment. A full year is 75% of the full number of days in a regular school year. Leaves of absence do not count as years of experience unless spent overseas or exchange teaching or on sabbatical. (See exception in Job Sharing Article)

XXXII TERM

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 15 of its request to modify, amend, or terminate this Agreement. During the **2019-20** and **2020-21** school years, either party may reopen Article XV-Salaries plus **two (2)** additional articles. The parties shall notify each other in other 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 **12th day of June 2018**.

APPENDIX Z – (See attached)

Staff Orientation/Onboarding

MOU – (See attached)

Association Rights – Release time

Committee to Explore Benefits Contributions

Anita Waldron 6/12/18

San Leandro Teachers' Association

Anita Waldron

SLTA Secretary &

Bargaining Chair

Rosanna Mucetti

San Leandro Unified School District

Rosanna Mucetti, Ed.D

Deputy Superintendent

Memorandum of Understanding

San Leandro Unified School District (SLUSD)
And the
San Leandro Teachers Association

Committee to Explore Benefits Contributions

June 12, 2018

In the current contract the district is not responsible for providing medical insurance for current employees. The district and the SLTA will form a joint committee by October 15, 2018 to determine the feasibility of moving towards a salary and benefit structure where the district provides the equivalent of Kaiser single employee coverage to all SLTA members. The committee would determine the cost of providing coverage and explore possible funding sources and potential timelines. The committee would provide a written report of its finding to the SLTA Executive Board and the SLUSD School Board by February 1, 2019 to inform future bargaining. This language does not imply a commitment from either side to change the current salary and benefit structure.

For SLTA Anita Waldron

Date: 6/12/18

For SLUSD Rosanna Mucetti

Date: 6/12/18

Memorandum of Understanding Between

San Leandro Unified School and San Leandro Teachers' Association

June 12, 2018

The San Leandro Unified School District ("District") and the San Leandro Teachers' Association ("SLTA") hereby enter into this Memorandum of Understanding ("MOU") regarding SLTA release time through June 30, 2020.

Notwithstanding the provision of Article IV G. the SLTA release time for SLTA Executive Officers for the 2018-2019 and 2019-2020 school years shall be 1.4 FTE. The allocation of the release time will be determined by the SLTA President. The SLTA will reimburse the District for this release time at the same dollar amount as in 2014-15, plus the cost of any subsequent salary increases.

The MOU sunsets on June 30, 2020 unless extended by mutual agreement of the District and SLTA.

San Leandro Unified School District

Rosanna Muela
6/12/18

San Leandro Teachers' Association

Anita Waldron
6/12/18