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Negotiations for Successor to
Collective Bargaining Agreement
Between
San Leandro Teachers' Association
And
San Leandro Unified School District

Tentative Agreement

Article VII, Hours of Employment

A. The scheduled work-site day shall be six hours and forty minutes exclusive of a duty-free lunch period. The length of the work-site day shall be the same for all full-time Bargaining Unit Members. Elementary and middle school Bargaining Unit Members shall be accessible to assist students at the work-site fifteen (15) minutes before and twenty (20) minutes after school. High school Bargaining Unit Members shall be similarly available to students fifteen **(15)** minutes before and fifteen **(15)** minutes after school. These before and after school periods described above are part of the six-hour and forty minute work site day.

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:

(a) 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 ~~here~~ **three** (3) "floating" faculty meetings per year that shall not exceed 90 minutes. Emergency faculty meetings shall not be included in these ~~averages~~ **meeting counts** 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.

C. Common planning ~~period~~ **time** will be maintained for elementary schools and middle schools. Common planning time will be coordinated by the site principal in collaboration with the leadership team and in alignment with District goals and the School Site Plan, which addresses student needs derived from an annual examination of student achievement data, and implemented by individuals and/or subcommittees.

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~~ **the** principal or immediate supervisor may be assigned during the preparation period. This does not preclude scheduled conferences

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with administrators, other teachers, parents or students during the preparation and planning time. (See ~~Side Letter~~ **Appendix K**)

Bargaining Unit Members may schedule IEPs, SSTs, Parent Conferences, and other parent meetings to be held telephonically or virtually in lieu of in-person with approval of administrator and consent of parent/guardian.

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. **Refer to Appendix AC for secondary block schedule Side Letter.**

If a unit member **does** not receive a daily prep due to conferences, testing, early release, or similar events, they shall have the equivalent amount 16 of preparation time each week. Preparation periods are available during the student days.

F. All preparation periods provided **to** Bargaining Unit Members shall be considered assigned time. A Bargaining Unit Member shall be assigned to substitute for in-lieu time only for the sudden, unanticipated absence of another teacher or as mutually agreed upon by the Bargaining Unit member and ~~his/her~~ **the** immediate supervisor.

G. **Teacher** 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 teachers 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.

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.
Administrators shall consult with Department Chairs, Grade Level representatives, and/or Instructional Leadership Teams to design Open House events. All department chairs, representatives, or teams will work collaboratively with their departments or grade levels.

J. The length of time that each Bargaining Unit Member spends on required non-teaching duties shall be reasonable, and fairly distributed among the school staff. **Bargaining Unit Members who are specialists assigned to elementary schools and travel between sites shall not be assigned supervision duties on a day that they travel between any of their assigned worksites.**

L. ~~One Staff Development Day per year shall be used for parent conference days at each elementary site. Commencing with the 1995/96 school year, two full parent conference days shall be scheduled at each elementary site. One of these days is expected to begin late morning or early afternoon and conclude late afternoon or early evening. One parent conference day~~

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~~shall be designated a staff development day and the other parent conference day shall be in lieu of one half of a planning day and one half of the Institute Day. (1995-96 & 1996-97 calendars to be adjusted accordingly). For the 95-96 school year, the 1/26/96 elementary school planning day will be a staff development day.~~

The district shall schedule early release days to provide for parent conference times at elementary schools based on grade level:

TK-3rd grade teachers: 5 early release days

4th and 5th grade teachers: 7 early release days (expires if 4th and 5th grade classes are reduced to levels consistent with other elementary classes)

For TK and K, dismissal for parent conference days shall follow the regular Wednesday early dismissal schedule.

For Grades 1 - 5, dismissal for parent conference days shall be one hour prior to the regular Wednesday early dismissal schedule.

M. ~~Fourth and fifth grade classes shall have two additional early release dates for parent conferences provided there is at least thirty days advance notification of the parents. This provision becomes effective for the 1999-2000 school year and shall expire when and if class sizes are reduced to levels consistent with other elementary classes.~~

M. At each school site, up to 15 total hours shall be provided to the Fifth Grade team for coordination of 5th grade promotion and/or science camp. Bargaining Unit Members who voluntarily work the additional time shall be paid at the negotiated hourly rate. Any additional hours must be pre-approved by the site principal. The additional work shall take place outside of normal contract working hours.

N. Elementary Schools will schedule two (2) fifty minute sessions of job embedded time each trimester to allow Unit Members to collaborate and provide individualized narrative feedback for each student.

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Article IX - Class Size **and Caseload**

A. Elementary class size ~~shall not exceed the following~~: **Grades TK - 5**

~~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 CSA statute). The alternative average class size for each school site is outlined below:~~

1. TK - 3 Class Size:

SLUSD and SLTA agree that TK-3 school site class averages shall be 24:1 and no class size larger than 25 to conform with the Grade Span Adjustment requirement of the Local Control Funding Formula. 3/4 combination classes will follow third grade class size rules.

For the 2022-2023 School Year, Transitional Kindergarten classes will be staffed at a ratio of 2 staff members for every 24 students, with one of those staff members being a credentialed SLTA Bargaining Unit Member. For the 2023-2024 School Year and thereafter, Transitional Kindergarten classes will be staffed at a ratio of 2 staff members for every 20 students, with one of those staff members being a credentialed SLTA Bargaining Unit Member. If state funding for reducing Transitional Kindergarten staffing ratios is replaced, unfunded, underfunded, placed in abeyance or substantially modified, the parties agree to reopen negotiations regarding staffing ratios for Transitional Kindergarten.

~~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 ~~grades~~ TK-3.

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2. 4th and 5th Grade Class Maximums:

School Year	4th Grade	5th Grade
~~2019-2020~~	~~32~~	~~32~~
~~2020-2021~~	~~31~~	~~32~~
2021-2022	30	31
2022-2023	30	30

3. Exceeding Maximum Class Size Limits:

Specialists: 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.

Start of School Year: 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).

Grades TK - 3: In Grades TK-3, 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 monthly.

Grades TK - 5: 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 principal may make a temporary placement in that class, not to exceed five (5) school days, while securing a permanent class placement elsewhere.

Grades 4 - 5: 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.

~~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~~

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~~month that students are on the teacher's class roster and the class size is exceeded.~~

District Averages

K - 5 29

4. Elementary Specialists shall collaborate with site administration to ensure there is a designated classroom or workspace appropriate for their curriculum at each Elementary School.

When the district utilizes contract service providers at school sites, principals shall notify Bargaining Unit Members that their mutually shared spaces and materials will be used. Principals will solicit a consultation from the Bargaining Unit Members regarding specific guidelines for the space/materials, in order to establish an agreement between service providers and Bargaining Unit Members.

B. Middle Schools: Grades 6-8

3. ~~Commencing with the 1997-98 school year, both~~ **T**he maximum and average PE class size shall not exceed 45 students per class.

~~B~~ **C.** ~~Secondary~~ **High** Schools: Grades 9-12.

2. ~~Commencing with the 1997-98 school year, both~~ **T**he maximum and average PE class size shall not exceed 45 students per class.

4.~~The ninth grade English class size will be at a ratio of twenty (20) to one (1) contingent upon the receipt of continued and sufficient categorical funding for this purpose.~~

K. The District will have staff with a psychologist credential providing services to students at a ratio of no greater than ~~1250:1~~ **1150:1**. The ratio will be dependent on student enrollment as of census date for the prior year (CBEDS), rounded to the nearest 0.2 FTE.

N. The Teacher Librarian program shall be staffed with a minimum of 1 FTE at San Leandro High School and 1 FTE at each of the Middle Schools.

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Article X, Leaves of Absence

F. Personal Necessity

6. **Beginning in the 2022-23 school year,** unit members may use up to ~~four (4)~~ **five (5)** 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.

S. Absence Because of Epidemics or Emergencies:
In the case of official quarantine of the unit member or the unit members place of residence, as defined and declared by the Federal, State or County Health Officer, or for any period during which the Bargaining Unit Member's place of employment in the district is closed because of quarantine, epidemic, or other conditions involving the health or safety of employees, provided that the employee is in active and paid status, the Bargaining Unit Member shall be paid the member's regular salary, and shall not have leave days deducted.

During this period, the District may endeavor to assign the employee to work. Prior to a decision to assign Bargaining Unit Members to provide remote instruction (distance learning), SLTA President or designee will need to be notified 72 hours in advance.

None of the above is intended, nor shall it be interpreted, to deprive or diminish any rights of the unit members or the Association prescribed in this Agreement or statute.

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Article XV, Salaries

1. **2021-22** Compensation: **$1,600 shall be added to each cell of the SLTA salary schedule. In addition, 3.5%** salary schedule increase, effective July 1, **2021.**

2. After applying the 3.5% salary increase and $1,600 addition to each cell, any cell on the salary schedule that is less than $70,000 will be adjusted upward to $70,000.

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

a. Classification Requirements

CLASS I BA degree to 44 semester hours or less and regular California credential.

CLASS II BA degree plus 45 semester hours and regular California credential.

CLASS III BA degree plus 60 semester hours and regular California credential.

CLASS IV BA degree plus 70 semester hours and regular California credential.

CLASS V BA degree plus 80 semester hours and regular California credential.

CLASS VI BA degree plus 90 semester hours and regular California credential.

CLASS VII BA degree plus 100 semester hours and regular California credential.

Credit will be allowed only for those units completed after the granting of the BA degree.

~~It was assumed that any Bargaining Unit Member employed by San Leandro Unified School District in 1968-69 was fully qualified, by experience and units, to be in his/her salary class. Any such Bargaining Unit Member not otherwise qualified to be in that class under the 1969-70 and subsequent class headings was required to qualify under the new headings to advance through the higher classes.~~

Master's and Doctor's Degrees

One of the following shall be granted: each Bargaining Unit Member who holds a Master's degree, 1-1/2% of Column III/13 or, each

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Bargaining Unit Member who holds a Doctor's degree, 2- 1/2% of Column III/13.

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.~~

Beginning July 1, 2019, unit members may submit units for their professional growth allowance one time per school year but may do so at any time during the school year. If these units result in column advancement for the unit member, the column advancement shall become effective in the next month, consistent with payroll submission deadlines.

~~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~~ **the month in which units were submitted**, 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

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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.

~~j. If a Bargaining Unit Member completes further training during a summer period that would qualify for an increase in salary, such credit shall be allowed, provided a statement of such is received from the institution by October 31st of that school year.~~

p. Additional Compensation

a. ~~Stipends: All stipends provided for in the Collective Bargaining Agreement shall remain at 2006-07 levels until July 1, 2009. The parties recognize that AP Stipends were originally negotiated to be a single stipend per teacher, not per course. Past practice has applied these stipends per course. This practice shall be continued for 2007-8. Commencing with the 2008-09 school year~~ AP stipends shall apply per preparation provided significant variations in preparations are required. For example, one AP Stipend shall be paid per teacher for a single foreign language or subject matter.

~~The parties agree that stipends and stipend amounts should be reviewed, prior the 2009-10 negotiations a Joint Stipend Committee shall be formed by the District and the Association to provide information, analysis, and recommendations regarding District Stipends and comparisons with other districts that can form the basis for negotiations.~~

b. A designated Teacher-In-Charge shall receive **their** ~~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 District and SLTA have agreed upon duties of the Teacher in Charge (see Appendix AD).**

c. A BCLAD certified Unit Member teaching in a BCLAD assignment shall receive **their** ~~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. Five periods of special teaching are required on the secondary level to qualify for the stipend. Teachers

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with the BCLAD who teach these classes fewer than five periods will be paid at the rate of one-fifth the additional stipend multiplied by the number of periods taught. Elementary teachers must teach classes requiring the BCLAD on a full- time basis to receive the stipend.

A BCLAD certified Unit Member who is not otherwise receiving a BCLAD stipend under this section may qualify for an extra-duty assignment. The extra-duty assignment and description shall be developed in consultation with the Association. The quantity of services required shall be reasonably related to the economic value of this stipend. No Unit Member shall be required to take such an assignment.

~~The District shall reimburse teachers for the cost of one successfully taken LDS/CLAD examination provided they were employees of the District at the time the examination was taken from the date of employment through July 1, 1995.~~

g. New teachers will receive a stipend for attending “New Teacher Day Orientation”, equivalent to current substitute daily rate.

Continuation of this project will be contingent upon successful evaluation of the program and finding funding sources outside the general fund.

Education Services~~, PAR~~ and SLTA will be responsible for planning the day.

n. **Teacher** Librarians will be paid according to the regular schedule for Bargaining Unit Members.

u. Longevity

A longevity increment will be paid at the 16th, 20~~s~~t**h**, 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)

y. ~~Commencing with the 1992-1993 school year, and thereafter, all newly hired teachers shall be compensated on a pay period beginning August 1 and ending July 31. This only applies to newly hired teachers, and the remainder of the bargaining unit shall continue to be compensated on the July 1 through June 30 pay period.~~

All stipend and additional compensation that are listed in Article XV, Sections 17 and 18 of the Collective Bargaining Agreement, will be reported to the State Teachers’ Retirement System (STRS) as salary.

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Appendix A, Recognition

APPENDIX A – RECOGNITION The District confirms its recognition of the Association as the exclusive representative for that unit of employees including:

3. **Teacher** Librarians.

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ARTICLE XXXII – TERM

This Agreement shall remain in full force and effect up to and including June 30, ~~2021~~ **2024**, 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~~ **2022-23 and 2023-24** 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 **15th day of December 2021**. ~~12th day of June 2018.~~

DocuSigned by:
Glenn Brodeur
837B4C428FF64C6...
Glenn Brodeur
SLTA Negotiating Chair
San Leandro Teachers Association

12/15/2021
Date

DocuSigned by:
Kevin Collins
089BA23CA3A943B...
Kevin Collins, EdD
San Leandro Unified School District
Assistant Superintendent

12/15/2021
Date

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MEMORANDUM OF UNDERSTANDING
APPENDIX AD - TEACHER IN CHARGE

Side Letter Agreement
Between
San Leandro Unified School District (SLUSD)
And
San Leandro Teachers Association (SLTA)

Teacher-in-Charge
January 9, 2019

Teacher- in- Charge [Article XV, (5-b)]: A Teacher-in-Charge (TIC) shall be designated at each elementary school, middle school and at Lincoln Continuation High School. The role of the Teacher-in-Charge is to manage the immediate needs of the school community while administrators are absent or unavailable. In the event that administrators are absent for an extended period of time, it is the parties' intent that the District will make other arrangements to cover for administrators.

Selection of the Teacher-in-Charge:

By May 1 of the prior school year when a TIC's term is ending or the TIC position becomes vacant, the site principal will ask in writing for volunteers to serve as the TIC for the following school year. Selection from the list of volunteers will be at the discretion of the principal. A TIC shall not serve more than two consecutive years. TICs completing their term may reapply for a TIC position.

Duties

When the site administrator(s) is absent or unavailable the duties of the TIC may include:

- Supervision of students, contacting parents when appropriate;
- Managing school safety and security;
- Assisting school staff with unexpected situations/emergencies as they arise;
- Support for school-wide activities (such as assemblies, testing, professional development, emergency and safety planning) so long as these activities do not involve the supervision of SLTA members or the coordination of their schedules.

Teacher-in-Charge duties shall not include:

- Supervision of SLTA members (i.e., scheduling classes, scheduling supervisions, classroom observations).;
- Management of tasks, which can be reasonably planned for in advance (i.e., ordering supplies).

Each Teacher-in-Charge will have a designated District Office or administrative person to contact in case the principal cannot be reached.

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When the TIC is on duty more than two (2) hours, a substitute teacher may be provided to cover the TIC's regular assignment.

The 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 Step 13, Column III.

The Teacher-in-Charge at sites with more than one full-time 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 Step 13, Column III.

For SLTA

1/9/19
Date

For SLUSD

1/9/19
Date