

**Negotiations for Successor to
Collective Bargaining Agreement**

Between

San Leandro Teachers' Association

And

**San Leandro Unified School District
Tentative Agreement**

July 1, 2024 through June 30, 2027

Article IV - Association Rights

G. Association Release Time: The San Leandro Teachers Association (SLTA) shall have up to 1 FTE of release time to be used by up to two (2) SLTA leaders to conduct Association business such as processing grievances. The cost of this release time shall be reimbursed to the District monthly (first payment due September 30 of each new school year). The actual time taken up to 1.0 FTE shall be reimbursed at the rate of a teacher at Step One Column One of the Salary Schedule. Notice of the SLTA leaders to receive the release time shall be provided the District as of May 1 of the year ~~preceding~~ **preceding** the release time, ~~except for 2008-09 when such notice shall be given as early as possible to allow the District to adjust the staffing schedule but not later than June 30, 2008.~~ **When an SLTA Officer has completed their SLTA Release Time, they shall have the right to be returned to their previous District assignment if the position still exists. This paragraph supersedes anything in conflict with Article XI.** This provision shall be interpreted in a manner consistent with Education Code and other legal requirements.

Article VII - Hours of Employment

J. The length of time that each Bargaining Unit Member spends on required non-teaching duties shall be reasonable, and **fairly equitably** 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.

S. **Beginning in 2025 – 2026, all Special Education Teachers who do not receive a dedicated case management period, will receive 10 release days per academic year for the purposes of IEP Case Management. Teachers may request up to two (2) non-consecutive release days per month between September and May. Release days shall be scheduled at least one (1) week in advance and must be approved by the site administrator. For the remainder of 2024 – 2025, Special Education Teachers who do not receive a case management period will receive three days of release time.**

T. **Lead and Support Model for Middle Schools and High Schools: SLUSD may designate certain English and Mathematics courses at the middle and high school levels with additional support as “Lead and Support Classes.” Such classes shall consist of one General Education teacher and either one Classified Paraprofessional for a cluster of up to five (5) students and a Resource Teacher for a cluster of up to nine (9) students. A cluster shall be defined as a group of students with IEPs that include the service of general education with special education supports embedded for the content area of the course.**

Staff Recruitment: The 6-12 general education teacher and the resource specialist working in a Lead and Support Model will be selected in order of volunteers first. By the Friday before the last day of school for students, recruitment for volunteers will have commenced. The site administrator will make a good faith effort to align both teachers' contractual prep time in order to further support collaboration and planning.

Preparation time: The 6-12 general education teacher and the resource specialist working in a Lead and Support Model will be provided additional time to co-plan throughout the year. These collaboration sessions can be held during the school's CPT schedule.

The District will provide voluntary paid collaboration at the negotiated teacher hourly rate for the general education and the Resource teacher: up to four (4) hours at the beginning of each semester to plan how services will be provided and to review the needs of the clustered students enrolled in the class. An additional four (4) hours for each teacher at their-discretion will be provided throughout the year to check-in on student progress.

General education teacher and the resource specialist in Lead and Support Model Assignment:

Lead and Support general education teacher and the resource specialist shall be selected to serve for one academic year. The general education teacher and the resource specialist working in a Lead and Support Model shall be selected using the process identified above under Staff Recruitment. The term of each Lead and Support Model assignment shall be one year.

Teachers assigned to the Lead and Support Model shall be informed of their assignments 2 days before the end of the prior school year.

Scope: Ed code provision 56362 (d) provides resource specialists shall not simultaneously be assigned to serve as resource specialists and to teach regular classes.

Professional Development & Support: Teachers assigned to the Lead and Support Model will be offered 2 days of paid training (equivalent to 12 hours) with their Lead and Support partners. The district will provide a framework for co-planning. To do this, the District shall host one staff development day per semester for all Lead and Support teachers for the purpose of Lead and Support training.

Use of Space: The resource specialist teacher will have a workspace to call his/her own, including one item that locks. The resource specialist teacher will have a key. The resource specialist teacher will have an additional room for pull-out as needed. The room will be arranged for maximum movement by teachers and students. The resource specialist teacher will have access to the Student Information System (SIS) for the entire class in which they provide Lead and Support, including read-only access to the SIS gradebook.

Class Maximum: In the Lead and Support model, no classroom will have more than 3 additional students with IEPs above the designated cluster size defined above.

Class Size: The district will continue to explore ways to reduce class size in classes implementing the Lead and Support Model.

The resource teachers in this model shall only be used to substitute during the prep period as described in Article X, Section J.2, J.3.

In classrooms where the Lead and Support model is used to govern the delivery of Special Education services, if either the “Lead” (General Education instructor), the “Support” (Resource Instructor), or the assigned paraprofessional is absent from work and no substitute is provided, the designated lead or support teacher who is present shall be additionally paid at the in lieu rate.

In the event the cluster size of a Lead and Support Class with a designated paraprofessional exceeds the maximum size of five (5) students, the teacher shall receive the overage stipend as defined in Article X K regarding middle and high school class size overages.

In the event the cluster size of a Lead and Support Class with a designated Resource Teacher exceeds the maximum size of nine (9) students, both teachers shall receive the overage stipend as defined in Article X K regarding middle and high school class size overages.

ARTICLE IX – CLASS SIZE AND CASELOAD

E. Independent Study enrollment limits shall be:

- The student enrollment limit for Elementary Bargaining Unit Members in San Leandro Virtual Academy shall be established at no more than 24 students for up to third grade, and 30 students for grades four and five.
- The student enrollment limit for Secondary Bargaining Unit Members in San Leandro Virtual Academy shall be established at no more than 30 students per FTE.
- The maximum caseload for San Leandro Virtual Academy teachers shall be prorated based on the blended maximum across grade levels.
- Any other district ~~The~~ Independent Study program shall have a maximum load of thirty (30) to one.

The District shall set initial staffing based on expected enrollment. Thereafter, hourly teachers may be used until an average of an additional twenty (20) students is enrolled, at which time an additional full-time or part-time teacher on the salary schedule shall be assigned. This process may be repeated as many times as needed. Measurement of additional enrollment shall take place at least monthly. However, due to greatly fluctuating enrollment, nothing shall prevent the use of additional hourly teachers as necessary in the last two months of the school year. The intent of the program is to provide quality education consistent with the economic resources of the District.

I. 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 classes will receive a ~~\$1,500~~ stipend of 2% of Column III, Step 13.

M. The District will have staff with a psychologist credential providing services to students at a ratio of no greater than ~~1150:1~~ 1100:1. The ratio will be dependent on student enrollment as of census date for the prior year (**CBEDS CalPADS Enrollment**), rounded to the nearest 0.2 FTE.

N. The District shall implement a caseload maximum for speech and language pathologists of 40 at the preschool level and Transitional Kindergarten. **SLP Caseload maximums for grades K – 12 shall be 55 and 55 at the TK – 1 TK – 12 level.** For speech and language pathologists teaching in both programs, the maximum caseload shall be prorated based on the blended maximum.

Q. Should a Resource Specialist have over 31 students when combining caseload plus active signed Initial Assessment Plans, a meeting will be held with the teacher, an SLTA Representative and an administrator to discuss the appropriate level of resources needed (e.g., an additional assessor, additional hourly compensation, substitute release time), to support the Resource Specialist.

ARTICLE X – LEAVES OF ABSENCE

Insert new letter H, move existing items down

H **Reproductive Loss Leave: An eligible unit member who has been employed with the District for at least 30 days prior to commencement of the leave may take up to five days of Reproductive Loss Leave following a reproductive loss by the unit member, by the unit member’s current spouse or domestic partner, or by another individual if the unit member would have been a parent of a child had the reproductive loss not occurred.**

Reproductive Loss is defined as a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction. Reproductive Loss Leave under Government Code 12945.6 is a guaranteed right to unpaid leave and is separate and apart from all other leaves, including bereavement leave or sick leaves. However, a unit member may elect to any outstanding personal leave, accrued and available sick leave, bereavement leave, or compensatory time off that is otherwise available to the unit member while on Reproductive Loss.

If a unit member experiences more than one reproductive loss event within a 12-month period, the unit member may take an additional 5 days of Reproductive Loss Leave, however, the total amount of Reproductive Loss Leave shall not exceed 20 days within a 12-month period.

ARTICLE XIV – TEACHER SAFETY

~~The parties are in agreement that safety of the bargaining unit members is a priority. The District and the Association are jointly committed to provide for the safety and security of all Bargaining Unit Members.~~

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 Bargaining Unit Member will report the incident to the administrator in charge or designee, and the administrator shall notify the student’s parent or guardian. In addition, the bargaining unit member retains the right to notify the police directly. ~~The District shall inform teachers of conditions that are of imminent danger or hazardous to the full extent required by law.~~ When a physical assault, attack or verbal threat, against a unit member is made, a meeting between the unit member and an administrator will be held. Beginning with the 2025-26 school year, school

administrators will document student discipline/behavior referrals within five (5) business days and/ or communicate with the referrer about other steps taken.

B. The district shall inform bargaining unit members of applicable laws concerning teacher and student safety. These laws will be discussed at the New Teacher Orientation each year. At a minimum, personal copies of key laws that deal with safety will be made available to teachers annually. Independently, Bargaining Unit Members acknowledge their obligation to comply with applicable laws.

The Employer shall not knowingly violate the provisions of the California Fire Code and/or the Alameda County Fire Code. Fire and other emergency action plans have been developed at each work site and unit members should familiarize themselves with details of such plans, including building evacuation routes, the locations to which students are to report. Safety Plans shall be available to staff on an internal District drive. At all sites, the District will facilitate emergency drills for unit member participation consistent with the Education Code.

Employer shall provide, publish, and post rules for safety and prevention of accidents, and spread of communicable diseases, and provide protection devices where they are required by law for safety of unit members.

C. The principal will notify teachers of pupils who have been suspended or expelled for specified actions such as bodily harm, assault, sexual harassment, weapons on campus, hate crimes, extortion, or drugs as prescribed by law. Any information received by a teacher shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated to the extent required by law. **Bargaining Unit Members retain the right to exercise two-day student suspension under Ed Code section 48910.**

E. 3. A unit member or school site safety committee shall report promptly in writing to the immediate supervisor any unhealthy or unsafe facilities, conditions, or equipment. The administrator shall respond appropriately to the report. If the unit member or committee is not satisfied with the administrator's disposition of the issue, either may appeal the problem in writing to the superintendent or designee for further considerations and action. The determination of the matter by the superintendent or designee shall be reported to the unit member or committee as soon as possible but not more than five (5) days after receipt of the appeal. The unit member or committee may request a response in writing. **If the condition has not been corrected, the Superintendent may take whatever steps are necessary to ensure the safety of the affected students and staff, including closing that portion of the school site.**

The District shall explore equipping and maintaining a working electronic device for verbal communication in each classroom, or in the case of P.E., on every instructor, for communication purposes between each classroom and the school office consistent with the established emergency procedure plan developed at each school. ~~**A report on the feasibility and implementation of the above shall be done not later than October 31, 1994.**~~

F. When unauthorized persons are observed on school premises, they shall be reported to the administrator or designee, who shall investigate the report; and if appropriate, ask that the person leave, and if necessary, call the Police Department.

1. To ensure the safety of SLTA members, the ~~Human Resources Personnel Services~~ Department will oversee the training of site personnel in the implementation and enforcement of the SLUSD Visitor's Policy by September 15 of each year, and provide evidence to SLTA by October 1.

G. The District and the Association are committed to ~~ensuring insuring~~ that a telephone is available in every classroom. ~~The District will make all reasonable efforts to accomplish this goal by September, 1999.~~

K. All rooms occupied by ~~STA~~ 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.~~

L. The District will notify teachers, ~~and~~ counselors, ~~and case managers~~ 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. 2024-25 Compensation: 5.0% salary schedule increase effective July 1, 2024

2 I) Teachers of Mild/Moderate classes and Moderate/Severe classes will receive a stipend equal to 6.5 percent of ~~Step 13 of their column placement up to Column III (Step 13, Column I, II or III). their Class placement at the highest Step for that Class up to Column III, Step 13.~~ Resource teachers and nurses will receive a stipend equal to 3.25 percent of ~~Step 13 of their column placement up to Column III (Step 13, Column I, II or III). their Class placement at the highest step for that Class up to Column III, Step 13.~~ Teachers on at the secondary level must teach a minimum of four (4) 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.

P. Additional Compensation

The following section (i) sunsets on June 30, 2025:

(i):Secondary School Heads of Departments, and Head Counselors will receive the basic Bargaining Unit Member's salary, plus the following percentage of Column III, Step 13.

	Without Released Time	With Released Time
3-7 teachers	5.0%	2.0%
8-12 teachers	5.5%	2.5%
13-17 teachers	6.0%	3.0%
18 + teachers	6.5%	3.5%

The amount shall be increased by .5% for Department Heads in the following subjects as a facilities factor: science, industrial arts, art and senior high business education.

Head Counselors are to be included as Department Heads and to be paid according to the number of counselors on the staff and according to whether they have released time.

The classification of size of departments shall be determined by the total number of teachers instructing one or more classes in that department. Coaching shall not be considered as physical education in considering the number of teachers in that department.

Unit Members responsible for ordering supplies and materials in the following areas shall receive .5% of their placement at the highest Step for that Class up to Column III, Step 13, on the salary schedule: science, industrial arts, consumer and home economics, art, and senior high school business education. This shall only apply to Unit Members not already receiving additional compensation under this section and shall not exceed six Unit Members District-wide.

Secondary school Audio-Visual Coordinators will receive the basic Bargaining Unit Member's salary plus \$450.

The following section (i) becomes effective on July 1, 2025

(i):Secondary School Heads of Departments and Head Counselors will receive the basic Bargaining Unit Member's salary, plus six point five percent (6.5%) of Column III, Step 13.

Secondary School Heads of Departments and Head Counselors may request release time. Members who are granted release time by the Personnel Services Department will receive the basic Bargaining Unit Member's salary, plus three point five percent (3.5%) of Column III, Step 13.

ii) Department for which chairpersons may be selected are as follows:

<p><u>Middle School</u></p> <p>English +Language Arts Social Studies / History History-Social Science Mathematics Science Conglomerate (Electives) Special Education Physical Education</p>	<p><u>High School</u></p> <p>English+Language Arts Social Studies / History History-Social Science Mathematics Science Physical Education Industrial Arts / Consumer & Home Economics <u>Career Technical Education</u> Fine Arts-Visual and Performing Arts English Language Development Foreign-World Language Special Education</p>
<p><u>Elementary School</u></p> <p>Physical Education (one position)</p>	<p><u>District-Wide</u></p> <p>Music (music position)</p>

(New item, move current iii to iv)

(iii) Beginning in the 2025-26 school year, Secondary School Academy Coordinators will receive the basic Bargaining Unit Member's salary, plus five percent (5%) of Column III, Step 13. The following Academies may have a designated Academy Coordinator: Academy of Business & Finance (BA), San Leandro Academy for Multimedia (SLAM),

Science, Technology, Robotics, Engineering, and Mathematics Academy (STREAM), and Social Justice Academy (SJA).

(4) Coaches

- a) High School Varsity Head Coaches 8%
- b) High School Assistant, JV, and Frosh Coaches 7%
- c) Middle School Coaches 6%

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:

3. At this time the supervisor shall attempt to schedule a meeting between the complainant, employee and supervisor. ~~If the matter is not resolved at the meeting, the complainant and/or the administrator may put the complaint in writing, signed with name also printed, dated, and submit a copy to the bargaining unit member.~~ Complaints which are withdrawn or deemed by an administrator not to have any merit shall neither be placed in the unit member's personnel file nor utilized in any evaluation, assignment, or disciplinary or dismissal action against the unit member. 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 designee, with a copy to the employee.

7. Information of a derogatory nature shall not be entered into a unit member's personnel file unless the unit member is given notice and an opportunity to review and comment on that information.

8. All information or proceedings pursuant to this complaint procedure shall be kept confidential by the parties to the extent required by law.

New Article: Employee Disciplinary Rights

Right to Representation

A unit member may request to have an Association representative present at an investigatory interview that may lead to the disciplinary action for that bargaining unit member.

Progressive Discipline

The principles and procedures of progressive discipline will be applied where appropriate. Progressive Discipline steps may include the following:

- Conference Summary

A conference summary is an informal written summary of a disciplinary conference. A copy of this letter will not be immediately placed into a Bargaining Unit Member's personnel file but may be attached to any subsequent disciplinary document.

- **Written Warning**
- **Written Reprimand:**
- **Suspension**
- **Notice of Suspension**

Notice of suspension will be made in writing and served in person or by certified mail upon the unit member by the superintendent or designee. A copy will be concurrently provided to the Association president. The notice of suspension will contain:

- a. A statement of the specific acts or omissions upon which the action is based.
- b. A statement of the cause(s) for which action is recommended;
- c. Where applicable, the Education Code section, policy, rule regulation, or directive violated;
- d. Penalty proposed and effective date;
- e. Copies of the documentary evidence upon which the recommendation is based;
- f. A statement of the unit member's right to challenge the proposed action by requesting a hearing pursuant to the arbitration procedures of the Grievance Article procedure.

- **Administrative Leave**

In the event a unit member is placed on administrative leave the unit member may request that a notification be provided to the Association president.

Personnel Files

1. The official personnel file for each unit member shall be maintained in the central administrative office of the district.
2. Bargaining unit members shall have the right to have copies of the contents of their personnel files made available to them when asked.
3. Each bargaining unit member shall have the right to examine all materials that will be filed in the personnel file maintained in the District Office. Verification of that examination shall be by signature on the material, which shall not signify agreement, only that the bargaining unit member has reviewed the material.
4. Information of a derogatory nature shall not be entered into an employee's personnel records unless and until the employee is given notice and an opportunity to review and comment on that information. The employee shall have the right to enter, and have attached to any derogatory statement, their own comments.
5. The bargaining unit member shall have the right to authorize, in writing, a representative to examine the bargaining unit member's file, and to obtain copies of

materials from the personnel file. Copies of files will only be provided after the district has verified that the bargaining unit member has executed the written permission.

Academic Freedom

1. A unit member must be employed, promoted, or retained without discrimination or harassment respecting the unit member's personal opinions or scholarly, literary, or artistic endeavors, provided they do not violate Board policy or law or otherwise negatively impact students and/or impede school operations.
2. Nothing in this Agreement shall be construed to limit or prescribe the political activity of any unit member during the unit member's off-duty hours provided they do not violate Board policy or law or otherwise negatively impact students and/or impede school operations.

ARTICLE XXXII – TERM

This Agreement shall remain in full force and effect up to and including **June 30, 2027**, 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 **2025-26** and **2026-27** school years, 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 this agreement's ratification except as specifically provided above. The parties hereto have caused this document to be executed by their duly authorized officers on this **14th day of February 2025**.

Jacob Clark
SLTA Negotiating Chair
San Leandro Teachers

Kevin Collins, EdD
San Leandro Unified School District
Association Assistant Superintendent

Date

Date

Appendices

APPENDIX L – PEER ASSISTANCE AND REVIEW PROGRAM _____ **108**

APPENDIX P – DENTAL BENEFITS _____ **125**
(This duplicates language in contract under Salaries Article - 2 q)