

**Reopened Negotiations for the 2021 - 2024 Collective Bargaining Agreement,  
governing the 2023 – 2024 School Year**

**Between San Leandro Teachers Association  
and the  
San Leandro Unified School District**

**Article VII, Hours of Employment**

- 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 three (3) “floating” faculty meetings per year that shall not exceed 90 minutes. Emergency faculty meetings shall not be included in these meeting counts or covered by the minute limitation;
  - (b) State required meetings;
  - (c) Open House **(Individual bargaining unit members shall not be required to be in attendance at Open House for more than 90 minutes, and shall not be required to stay later than 8:00 PM.)**
  - (d) Back to School Night; **(Individual bargaining unit members shall not be required to be in attendance at Back to School Night for more than 90 minutes, and shall not be required to stay later than 8:00 PM.)**
  - (e) supervision of student activities;
  - (f) other meetings or functions mutually agreed upon by the Bargaining Unit Member and the principal or immediate supervisor.
- 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.

**Bargaining Unit Members who voluntarily work at the 5th grade overnight camp will be compensated \$200 for each overnight they work.**

**R. Work Hours for Nurses**

**Nurses shall be allowed the option to work five additional days between August 1 and the start of the SLTA nurse work year. Days selected shall be days that the district is open for business. Nurses who elect to work any or all of the additional days shall notify the Director of Family and Student Support Services or designee no later than June 30 in order to calendar and co-plan for the scope of work for the additional days. Nurses shall submit a timesheet for the additional days and they will be compensated at their**

**regular per diem rate. Nurses who are hired after the required notification deadline will also have the option of working five additional days at their per diem rate. Nurses who indicate that they will be available to work the additional days may modify or withdraw their notification by August 1.**

## **Article IX, Class Size and Caseload**

### **A. Elementary class size Grades TK - 5:**

#### **1. TK – 3 Class Size:**

SLUSD and SLTA agree that K-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.

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. **Should state funding for the ratio of 2 staff members for every 20 students be implemented, Transitional Kindergarten classrooms shall be staffed at that level.** 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.

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.

#### **2. 4th and 5th Grade Class Maximums:**

<b>School Year</b>	<b>4th Grade</b>	<b>5th Grade</b>
<b>2021-2022</b>	<b>30</b>	<b>31</b>
<b>2022-2023</b>	<b>30</b>	<b>30</b>

**4th and 5th grade class maximums shall be 30 students.**

#### **3. Exceeding Maximum Class Size Limits:**

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 **\$400** per student during each month

**beginning in September** that students are on the teacher's class roster and the class size is exceeded. Payment of the stipend will be made monthly.

Grades 4-5: If a 4th or 5th or combination 4/5 grade teacher agrees to accept a **student over their class size maximum**, the affected teacher will receive **\$400** per student during each attendance month that students are on the teacher's class roster and the class size is exceeded.

B. Middle Schools: Grades 6-8

1. **Middle school class averages shall not exceed thirty-three (33) students in all classes that have a class maximum of 35. Students enrolled in In-School Work Experience / School Service / Teacher Assistant shall be excluded from class maximums and averages.** No individual class in any of the non-laboratory academic classes shall exceed thirty-five (35) students.

C. High School: Grades 9-12

1. **High school class averages shall not exceed thirty-three (33) students in all classes that have a class maximum of 35. Students enrolled in In-School Work Experience / School Service / Teacher Assistant shall be excluded from class maximums and averages.** No individual class in any of the non-laboratory academic classes shall exceed thirty-five (35) students.

F. Maximum size for special education classes shall be those limits prescribed by law. The District will seek to keep SDC classes **and caseloads**, including Adaptive PE classes, to class sizes of 12 students in moderate/severe classes and 15 students in mild/moderate classes after **the 15th day of the academic year**. If after **the 15th day of the academic year** these class size levels **or caseloads** 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.

K. If a middle school or a high school teacher agrees to voluntarily accept one student over the contractual maximum as listed in this article for the subject or class that teacher will receive a **\$100** 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.

## Article X, Leaves of Absence

### 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 **one (1)** day. A unit member may accrue a maximum of **one (1)** day of in lieu time credit per year. Any 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, **or paid at the in- lieu stipend rate.** 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 by written memo 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 **\$150** per “regular” period, and **\$225** 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 **\$112.50**. 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.
6. **Any in-lieu time that unit members have carried forward beyond the 1 day limit from prior years shall be paid out at the rate of \$100 per period or \$150 per block period.**

## Article XV, Salaries

1. **2023-24 Compensation: 10.0% salary schedule increase, effective July 1, 2023.**

### Appendices (to delete)

~~APPENDIX P – SCHOOL NURSING: EFFECT OF FTE REDUCTION~~

~~APPENDIX Q – GRADE SPAN ADJUSTMENT (GSA)~~

~~APPENDIX U – JEFFERSON ELEM SCHOOL MODIFIED INSTRUCTIONAL SCHEDULE~~

~~APPENDIX W – CHANGING PERIOD LABELING FROM 0-6 TO 1-7~~

~~APPENDIX X – CLASSROOM PACKING DUE TO SUMMER CONSTRUCTION~~

### Tentative Agreement:

DocuSigned by:  
*Kevin Collins*  
089BA23CA3A943B...  
For SLUSD  
11/2/2023  
Date

DocuSigned by:  
*Glenn Brodeur*  
837B4C428FF64C6...  
For SLTA  
11/3/2023  
Date