

AGREEMENT 2018-2021

BETWEEN

THE BOARD OF EDUCATION

OF THE

SAN LEANDRO UNIFIED SCHOOL
DISTRICT

AND

THE SAN LEANDRO TEACHERS'
ASSOCIATION



SLTA/CTA/NEA



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ARTICLE I – RECOGNITION

- A. The District confirms its recognition of the Association as the exclusive representative for that unit of employees described in the SLTA/CTA/NEA petition to the Board of Education dated November 3, 1976, adopted by resolution of the Board on December 7, 1976, and hereby amended to include certificated Unit Members classified as "Temporary."
- B. It is agreed and understood that there will be no strike, work stoppage, slowdown, refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Association or by its officers, agents, or members during the term of this Agreement, ending June 30, 1998, including compliance with the request of other labor organizations to engage in such activity.
- C. The Association recognizes and agrees that the District retains its powers and authority to direct, manage and control to the full extent of the law. Included in but not limited to those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; and contract out work. In addition, the Board retains the right to hire, classify, transfer, assign, evaluate, promote, terminate and discipline employees.
- D. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

Nothing in this Article, however, shall be construed to abridge the right of the Exclusive Representative to meet and consult on matters as provided in Article 4, Section 3543.2 of the Act.

ARTICLE II – NON DISCRIMINATION

The District and the Association shall not discriminate unlawfully against any Unit Member.

ARTICLE III – NEGOTIATION PROCEDURES

- A. On or about March 15th of the calendar year in which this agreement expires, the Association will present to the Board a proposed successor agreement or a letter of intent to negotiate a successor agreement.
- B. All initial proposals shall be presented by both parties at a meeting of the Board of Education as required by the Government Code.
- C. Agreements reached between the parties shall be reduced to writing and signed by them as tentative agreements.
- D. Either party may utilize the services of outside consultants to assist in the negotiations.
- E. Meetings for the purpose of negotiations shall take place at mutually agreeable times. Within five (5) days of a written request, the parties will establish mutually agreeable dates for negotiations.
- F. Agendas will be established prior to the meeting. Additional items may be added by mutual consent.
- G. The District shall, upon written request, furnish the Association with copies of routine fiscal and enrollment reports required by the County and State. The District shall also upon request furnish copies of budgeting and enrollment reports presented in open session at Board Meetings. The Association shall provide to the District all non-confidential information over which it has control that will enable the District to carry out its obligations in negotiating. The District will respond to the above requests within 10 working days.
- H. Not later than December 1st, the District shall furnish the Association with the placement of personnel on the teachers' salary schedule as of November 1st.
- I. The contract, when completed, shall be submitted to the respective parties for ratification by members of the Association and the Board of Education.

ARTICLE IV – ASSOCIATION RIGHTS

- A. Authorized representatives of the Association shall be permitted to transact official Association business on school property at reasonable times. This does not include conference periods or teaching periods. Such activity is authorized as follows:
1. When notification is given at the site office by the Association official of his/her presence on campus.
 2. When such transactions do not interfere with faculty meetings, regularly scheduled District curriculum meetings, school departmental meetings, or regularly assigned duties.
 3. When such transactions do not interfere with the right of the employees to refrain from listening or speaking with an Association representative.
 4. The Association shall pay for any unusual wear or damage.
- B. Normally, Tuesday after school will be reserved for bargaining unit business.
- C. The Association shall have the right to post notices of Association business. The Association may use teacher mailboxes and communications for lawful communications to teachers. Such postings or items for school mailboxes must contain the date of posting or distribution and the identification of the Association.

SLTA shall have access to the District email system for the purposes of all lawful union communications, subject to the District's Employee Use of Technology Policy and lawful school board policy. The Employee Use of Technology Policy will be amended to clarify that acceptable use of email will include SLTA's use to communicate to bargaining unit members concerning lawful union business, subject to lawful school board policy.

SLTA will inform bargaining unit members that they should limit their access to SLTA email to non-duty teaching time.

The District will establish a separate email account for SLTA's use and to establish reasonable sub-groups at SLTA's request. SLTA's use shall be limited to officers that it designates as authorized originators of messages.

SLTA agrees that it will not interfere with the regular business use of the system.

- D. The Association shall have the right to make use of school buildings and facilities as provided by the Education Code and in accordance with District procedures.

- E. The District shall supply the Association with a list of names and addresses of all new teachers upon request.
- F. The Association is granted two (2) minimum days per year for the conduct of Association business.
- 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 proceeding 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. This provision shall be interpreted in a manner consistent with Education Code and other legal requirements.

Upon recommendation of the Association, the Board of Education may approve unpaid leaves of absence for Bargaining Unit Members for a full school year.

- H. The Association President and Negotiating Team Chairperson shall be provided a full agenda and minutes of regular Board meetings at no cost.
- I. The Association's two minimum days permitted under the contract shall provide for fifty (50) minutes of release time for each such day. All other minimum days shall be provided if such days can be granted without loss of State funds.
- J. SLTA Executive Board and the Superintendent and his/her designees shall meet quarterly, if needed, to share mutual problems. The agenda and specific schedule shall be mutually developed.
- K. Staff Orientation/Onboarding – See Appendix AA.

ARTICLE V – GRIEVANCE PROCEDURE

A. Definition

1. A 'grievance' is a formal written allegation by a Member of the Bargaining Unit that he or she has been adversely affected by a violation or misinterpretation of a written provision of this Agreement. A similar allegation filed by the Association shall also qualify as a "grievance". Appeal of any law, district policy, or administrative decision not covered by this Agreement shall not be subject to the grievance procedure.
2. A "grievant" may be any member of the bargaining unit governed by the term of this Agreement or the Association.
3. A "day" is any day in which the central administrative offices of the San Leandro Unified School District are open for business.
4. The "Immediate Supervisor" is the lowest level administrator having immediate jurisdiction over the grievant who has been designated to adjust grievance.
5. A "grievance form" is a mutually agreed upon form between the District and the Association that should be used when filing a formal grievance.

B. Informal Procedure

1. Before filing a formal written grievance, the grievant will attempt to resolve the problem by at least one private conference with his/her immediate supervisor. All discussions and problem resolution reached through this process shall be deemed to have preceded the formal grievance procedure and shall not be subject to intervention or response of the Association.
2. If the problem is not resolved at the informal level, then the grievant may declare that a grievance exists and invoke the following formal procedures:

C. Formal Level I

1. A formal written grievance must be presented to the immediate supervisor. This will included a clear, concise statement of the alleged grievance, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought. Formal grievances are to be filed on the agreed upon grievance form.
2. A written statement must be presented to the immediate supervisor. This statement shall be a clear, concise statement of the alleged

grievance, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

3. A conferee may be present at this or any other level of the procedure.
4. The immediate supervisor shall communicate his/her decision to the employee in writing within ten (10) days after receiving the written statement. If the immediate supervisor does not respond within the time limits, the grievant may appeal to the next level.
5. Within the above time limits either party may request a personal conference.

D. Formal Level II

1. If the grievant is not satisfied with the decision at Level I, he/she may within ten (10) days appeal the decision to the Superintendent of Schools.
2. This appeal shall include a copy of the original grievance, the decision rendered by the immediate supervisor and a clear, concise statement of the reasons for the appeal and the specific remedy sought.
3. The Superintendent shall communicate his decision to the grievant within ten (10) days. If the Superintendent does not respond within the time limits provided, the grievant may appeal to the next level.
 - a. The Superintendent shall communicate his/her decision to the grievant within ten (10) days of receipt of the written appeal of the decision made at Formal Level I. If the Superintendent does not respond within the time limits provided, the grievant may appeal to the next level.
 - b. While the Superintendent is reviewing the grievance, either the District or the Association may request a conference involving the Assistant Superintendent of Human Resources and the President of the Association, or their delegates. The purpose of this conference is to explore ways of reaching mutual agreement for the resolution of all or part of the grievance, prior to the Superintendent issuing a formal decision on the grievance.

E. Formal Level III

1. If the grievant is not satisfied with the decision at Level II, he/she may appeal the decision in writing within ten (10) days to the Board of Education. Alternatively the Grievant may request that the matter proceed directly to arbitration as provided for in Formal Level IV.

2. This appeal shall include a copy of the original grievances, the decision rendered by the immediate supervisor and the Superintendent, and a clear and concise statement of the reason for the appeal and the specific remedy sought.
3. The Board of Education shall consider the grievance within thirty (30) days of the filing of the appeal with the Board of Education, and it shall issue its decision within fifteen (15) days following the conclusion of its consideration on the appeal. If the Board of Education does not respond within the time limits provided, the grievant may appeal to the next Level.
4. Prior to the Board of Education's decision, the grievant may request to make a presentation before the governing Board. If such a request is granted by the Board of Education, the presentation shall be made in closed session if consistent with legal requirements.

F. Formal Level IV

1. If the grievant is not satisfied with the decision at Level II or III, he/she may request of the Association that the unresolved grievance be submitted to arbitration. After receipt of the written decision of the Superintendent or the Board of Education, the Association shall give written notice within ten (10) days of the intent to arbitrate the grievance.
2. If the Association's notice of intent to arbitrate is issued within ten (10) days following the Superintendent's written decision, the Board of Education shall have ten (10) days to provide written notification of its desire to have the matter directly heard by the Board of Education as provided for in Formal Level III. If this occurs, procedures set forth in Level III shall be followed by all the parties including the holding of a hearing before the Board of Education within thirty (30) days of the filing of the appeal requesting arbitration. Consistent with this time limit, the Board of Education shall set the hearing date at the time it notifies the Association of its intent to hear the grievance. The Board of Education's decision shall be issued within fifteen (15) days following the conclusion of its consideration of the appeal.

Meanwhile, to avoid unnecessary delay, the procedures provided for below to select an arbitrator and establish a hearing date shall continue at the same time the Board of Education proceedings are taking place. It is expected that the selection of the arbitrator and agreement upon a date for the arbitration hearing will occur prior to the Board of Education's decision on the merits of the grievance.

The first day of any arbitration cannot take place any sooner than thirty(30) days following receipt of the Board of Education's decision or expiration of time period for the issuance of such a decision, but should

be scheduled as close as possible to the lapsing of this thirty(30) day period. Within ten (10) day following the Board of Education's decision, the Association will notify the District of whether the grievance will continue to arbitration.

3. The fees and expense of the arbitrator and the hearing shall be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them.
4. When the arbitration is requested within (10) days following the Superintendent's decision, the Association and the District will attempt to agree upon an arbitrator following receipt by the District of notice of intent to arbitrate from the Association. If no agreement can be reached within (5) days, they shall request the State Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Either party may request a second list. Within five (5) days following receipt of the list to be used, each party shall alternatively strike a name until only one (1) name remains. The remaining panel member shall be the arbitrator. The party to strike the first name shall be decided by the toss of a coin. The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted to him/her. If the parties cannot agree upon the issue or issues, the arbitrator shall determine the issues by referring to the written grievance and answers thereto at each step.
5. The arbitrator shall have no power to add to, subtract from or modify the terms of this Agreement.
6. After a hearing and after both parties have an opportunity to make written arguments, the arbitrator shall submit in writing to all parties his/her findings and award. The decision of the arbitrator shall be final and binding.

G. General Provisions

1. Any time limit set forth may be extended or compressed only by mutual consent of the parties.
2. If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal or immediate supervisor, the grievant shall submit such grievance in writing directly to Level II.
3. No matter shall be entertained as a grievance unless it has been raised at the informal level and has been filed formally with the other party within ten (10) days after the aggrieved becomes aware, or should have become aware, of the incident which created the problem.

4. The fact that a grievance is raised by an employee, regardless of its ultimate disposition, shall not be recorded in the employee's personnel file or in any file or record utilized in the promotion process; nor shall such fact be used in any recommendations for job placement; nor shall an employee be placed in jeopardy or be subject to reprisal for having followed this grievance procedure.
5. The administration shall retain the right to take appropriate employee disciplinary action whenever circumstances indicate such to be necessary and proper regardless of whether a grievance has been filed.
6. The grievance procedure is not intended to be a method to challenge or change the law or the rules and regulations of the Board nor will it be utilized if there are other means of review which are specifically prescribed in law, district policy, or this agreement.
7. Nothing contained in this section shall be construed as limiting the right of any Bargaining Unit Member having a grievance to discuss the matter directly with the appropriate member of the administration and to have the problem and/or grievance adjusted at any level without intervention of the Association, except that no adjustment of the grievance at a formal level will be made until the exclusive bargaining agent has been notified in writing and given a chance to respond.
8. A reasonable number of representatives of the exclusive representative shall have the right to receive reasonable periods of release time without loss of compensation for the processing of grievances.

ARTICLE VI – ORGANIZATIONAL SECURITY

- A. Any Unit Member who is a member of the San Leandro Teachers' Association/CTA/NEA, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues and initiation fees. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the Unit Member each month for ten (10) months. Deductions for Unit Members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.
- B. Any Unit Member who is not a member of the San Leandro Teachers' Association/CTA/NEA, or who does not make application for membership within thirty (30) days of the ratification of this Agreement, or within forty five (45) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues and initiation fees, payable to the Association in one lump sum cash payment in the same manner as required for the payment of membership dues and initiation fees provided, however, that the Unit Member may authorize payroll deduction for such fee in the same manner as provided in Section A of this Article. In the event that a Unit Member shall not pay such fee directly to the Association, or authorize payment through payroll deductions as provided in Section A, the Association shall so inform the District, and the District shall begin automatic payroll deduction as provided in Education Code Section 45061 and in the same manner as set forth in Section A of this Article. There shall be no charge to the Association for such mandatory agency fee deductions.
- C. Any Unit Member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support SLTA/CTA/NEA as a condition of employment; except that such Unit Member shall pay, in lieu of a service fee, a sum equal to such service fee to a non-religious, non-labor organization, or charitable fund exempt from taxation under Section 501 (c) (3) of Title 26 of the Internal Revenue Code.

Such payment shall be made on or before October 15 of each school year, or within 30 days of commencing assigned duties for a new employee during the school year.

- D. Proof of payment and a written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to Section C above, shall be made on an annual basis to the Association and District as a condition of continued exemption from the provisions of Sections A and B above. Proof of payment shall be in the form of receipts and/or cancelled checks indicating the amount paid, date of

payment, and to whom payment, in lieu of the service fee, has been made. Such proof shall be presented on or before November 1 of each school year, or within 45 days of commencing assigned duties for a new employee employed during the school year.

- E. With respect to all sums deducted by the District pursuant to Sections A and B above, whether for membership dues or agency fee, the District agrees to remit such monies to the Association accompanied by a list of Unit Members for whom such deductions have been made, and indicating any changes in personnel from the list previously furnished.
- F. The Association agrees to furnish any information needed by the District to fulfill the provisions of Section C of this Article.
- G. Any Unit Member who is a member of the Association at the time this Agreement becomes effective or who enrolls during the term of the Agreement shall maintain such membership from year to year unless revoked in writing between July 1 and July 31 of the year in which this Agreement terminates. The Board will guarantee said maintenance of membership to the Association by enforcing payment of dues by members required under the terms set forth above and provisions of the Education Code and Government Code Section 3540. 1 (i) (1).

The Association shall indemnify and hold harmless the District and its Board, individually and collectively, against any claims, demands or liability incurred by reason of litigation arising from this Article. The Association agrees to pay the reasonable cost of attorney fees of defending or initiating actions to enforce this Article and to indemnify the District with respect to the deduction herein required or any action challenging enforcement of these provisions. The District shall not settle or compromise any claim under this Article without the prior approval of the Association.

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 minutes before and fifteen 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 (3) “floating” faculty meetings per year that shall not exceed 90 minutes. Emergency faculty meetings shall not be included in these averages 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 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 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 a unit member 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.

- E. Every elementary school Bargaining Unit Member shall have a 45-minute uninterrupted duty free lunch period each day. Every secondary school Bargaining Unit Member shall have a daily uninterrupted duty free lunch period equal in length to the student lunch period. No teacher will be assigned supervision duties during the lunch period of their own students. However, the school Principal or designee shall have the right to assign supervisory responsibilities in the event of an emergency, which might adversely affect the health or safety of students.
- F. All preparation periods provided 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 immediate supervisor.
- G. 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.

- H. The transitional kindergarten (TK) and kindergarten teachers' scheduled student contact time shall be 295 minutes per day for five (5) days. The TK and kindergarten teachers' workday shall be the same as all other Bargaining Unit Members. The TK and kindergarten teachers' preparation and planning time shall be the same as all elementary bargaining unit members. In addition, TK-K teachers will receive 20 minutes consult time each day to meet with parents/guardians, with the exception of Wednesdays.
- 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.
- 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.

- K. As the continuation school needs flexibility in designing appropriate class schedules for its clientele, the number and length of periods at the continuation school for a regular schedule day (base schedule) shall be determined by consultation between all staff members and the site administrator. Any changes to the number of periods or length of periods requires a 67% secret vote of the staff members to implement. The continuation school staff shall not have less preparation time per week than other secondary teachers in the district. This item shall not be subject to article XXIX, restructuring.
- 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 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.
- 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.
- N. All principals will provide unit members their tentative assignments five (5) workdays prior to the end of the teacher work year. Assignments shall include:
Elementary: Grade level and school site
Middle School: Grade level(s), subject(s), and school site
High School: Subject area(s) and school site

ARTICLE VIII – JOB SHARING

- A. Job sharing shall refer to two teachers, each of whom share between 40 and 60 percent of one full time assignment. At least one of the job-sharing teachers must be a permanent teacher on a regular contract. Job sharing may include working in the regular or year-round program. Two Unit Members may share an assignment for a minimum of one year. Initial job sharing requests can be made singularly (District will attempt to match) or as a team of two teachers. Any job-sharing request by any teacher beyond one year must be as a team. Applications for a job-sharing assignment for the following school year shall be filed with the District no later than March 1st. Job-sharing is encouraged where it can be demonstrated that there will be a maintenance or improvement in the educational advantage to students and when it will create minimal scheduling, curricular, or administrative problems.
- B. Reduced assignment shall refer to a permanent member on a regular contract requesting a partial leave of absence. Applications for a reduced assignment for the following school year shall be filed with the District no later than March 1st.
- C. The District shall approve or deny requests and notify, in writing, the applicants of its decision by May 1st. If a request is denied, the applicants shall be notified, in writing, of the specific reasons for the denial. Notwithstanding other provisions of this Agreement, job-sharing and reduced assignment Unit Members' wages, benefits (except retiree health benefits), and paid leaves shall be prorated relative to the actual time worked. In no event shall the total amount of health and welfare benefits for the job-sharers exceed the amount the District would have paid if the position had not been shared.
- D. Each job-sharing and reduced assignment Unit Member otherwise eligible for full-time employment shall receive a salary schedule increment each year as of implementation of this Agreement. This provision is not retroactive. This provision applies, provided all legally and contractually necessary requirements for the increments have been otherwise met.
- E. Members requesting a job-share assignment will prepare and submit to the principal a proposed plan noting the specific days to be worked, planning time usage, attendance at meetings, parent conferencing and report card responsibilities. Members will be required to attend staff meetings on a pro rata basis according to the percentage of their assignment. The member attending the staff meeting will be required to provide the non-attending member detailed notes of the topics presented and all distributed handouts and supporting documents. Alternately, the members may agree to voluntarily attend staff meetings and be paid at the hourly rate for the meeting time they would not normally be required to attend. Attendance at staff development days will normally be a requirement of both members. A copy of the proposed plan shall be included with the application.

- F. Upon request of a reduced assignment Member or two job-sharing Members, a reduced assignment or job-sharing assignment may be renewed provided application is made prior to March 1. In the event the Unit Members fail to notify the District of their desire to continue in the reduced assignment or job sharing assignment, or in the event the District does not approve the continuance of the assignments, the Unit Members shall be returned to full-time assignments.
- G. If a Unit Member on a regular contract is in a reduced assignment or job-sharing assignment and elects to return after the first year to full-time teaching, the Unit Member will be returned to his/her original school, unless precluded by declining enrollment at the original school and there is no one at the school with less seniority or compliance with federal and/or state mandates or court actions. If a Unit Member on a regular contract is in a reduced assignment or job-sharing assignment for more than one year and elects to return to full-time teaching, the Unit Member will be assigned to the first available full-time teaching position for which he/she is certificated in conformance with the provisions of this Agreement.
- H. No Unit Member shall be assured of a reduced assignment or a job-sharing assignment longer than five consecutive years unless the reason for the reduced assignment or job-sharing assignment is a documented medical reason. The 1st year of the five (5) year limitation begins with the 1996/97 school year.
- I. This Article does not include Unit Members working in the District under an approved part-time employment plan immediately prior to retirement from the District and in conformity with appropriate Education Code sections permitting full retirement credit for less than full-time duties.

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.

2. Exceeding Maximum Class Size Limits:

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.

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, 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.

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

District Averages

K - 5 29

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

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 than 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.

B. Middle Schools: Grades 6-8

1. Effective the 2020-21 school year, ~~in each~~ middle school class averages in non- laboratory academic classes shall not exceed thirty-three (33) students. No individual class in any of the non- laboratory academic classes shall exceed thirty-five (35) students.
2. The district shall limit class size to the available work-stations in Industrial Arts, Consumer and Home Economics, Science, Music, and Computer Science. Art/craft classes shall not exceed a maximum of thirty (30).

3. Commencing with the 1997-98 school year, both the maximum and average PE class size shall not exceed 45 students per class.
 4. In the event a class is jointly taught or supervised by more than one credentialed teacher, class size shall be determined by dividing the number of students by the number of credentialed teachers assigned to the class.
 5. The counselor program shall be staffed at a minimum of 6 FTE at the high school level and 4 FTE shared between the middle schools. The counselor work year will be 194 days, which includes 8 additional workdays, which will be paid at the per diem rate beyond the SLTA 186 day work year. (This reflects an increase of three paid days for counselors.) Counselors also will have work year scheduling flexibility for up to 2 days to be reasonably scheduled during the regular school year. A new counselor salary schedule will reflect the increased work year.
 6. 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 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.
 7. During the 1992-93 school year, the SLTA and the District agree that the class size for all sections of the 6th grade exploratory "wheel" shall not exceed twenty-eight (28) students.
- B. Secondary Schools: Grades 9-12. Effective the 2020-21 school year, in each secondary school class averages in non-laboratory academic classes shall not exceed thirty-three (33). No individual class in any of the non-laboratory academic classes shall exceed thirty-five (35) students.
1. The District shall limit class size to the available workstations in Industrial Arts, Mechanical Drawing/Drafting, Consumer and Home Economics, Science, Computer Science, Word Processing, Keyboarding, and in Music classes. Art/craft classes shall not exceed a maximum of thirty (30). Graphics classes will not exceed an average of twenty-nine (29) without the permission of the instructor.
 2. Commencing with the 1997-98 school year, both the maximum and average PE class size shall not exceed 45 students per class.

3. In the event a class is jointly taught or supervised by more than one credentialed teacher, class size shall be determined by dividing the number of students by the number of credentialed teachers assigned to the 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.
- 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.
 - 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.
 - F. Within three weeks of having more than one class at the above maximum limits, an instructor may seek a review through a site-level class size equity review committee. This committee shall be composed of the administrator in charge of scheduling and at least two (2) Unit Members elected by the faculty. The committee shall educate Unit Members regarding scheduling requirements and may recommend schedule changes to the principal provided such changes do not increase the total cost to the district. If the committee believes that the principal's decision has been arbitrary or capricious, it may be appealed to the Superintendent or designee for the final determination.
 - G. 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.
 - H. The school nurse allocation shall be a minimum of 4.0 full time equivalent district wide.
 - I. 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 \$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.
- K. The District will have staff with a psychologist credential providing services to students at a ratio of no greater than 1250:1. The ratio will be dependent on student enrollment as of census date for the prior year (CBEDS), rounded to the nearest 0.2 FTE.
- L. The District shall implement a caseload maximum for speech and language pathologists of 40 at the preschool level and 55 at the TK-12 level. For speech and language pathologists teaching in both programs, the maximum caseload shall be prorated based on the blended maximum.
- M. The caseload maximum for Resource Specialists shall be 28.

ARTICLE X – LEAVES OF ABSENCE

Any Bargaining Unit Member with justifiable reason may, upon request, be granted a leave of absence by the Board.

No leave of absence may extend beyond the close of the current school year except by renewal by the Board. A Unit Member who has been on leave for more than one (1) year will not be eligible for a renewal, except as otherwise indicated in this section or approved by the Superintendent. The Member's salary is computed upon a per diem basis when adjustments are necessary.

Unless otherwise specified by the District, each Unit Member on leave must notify the District by March 1st as to whether he/she will return to employment for the following year. Such notification will be binding on the District and the Bargaining Unit Member and failure to notify the District by March 1st or failure to subsequently fulfill the commitment made on March 1st will be considered a voluntary resignation unless unusual circumstances warrant reconsideration by the Board of Education.

A. Sick Leave

1. Accumulation. Every Unit Member employed five (5) days a week by the District in a position requiring certificated qualification will be entitled to one (1) day of leave of absence per month worked without loss of pay for illness or injury during each school year up to ten (10) days per year. The days of full-pay sick leave become available at the beginning of each school year of service, but no leave accumulates during a year when a Member is on leave of absence other than sabbatical. Unused leave of absence for illness or injury will be accumulated from year to year. Unit Members will be notified on or about May 1st of their sick leave entitlement.

The ten (10) days leave of absence need not be accrued by the Unit Member before he or she may use it; such absence may be taken at any time during the school year. Regular Bargaining Unit Members who teach less than full time shall have their sick leave prorated.

2. Unit Members who are home instructors will be entitled to one (1) hour of absence without loss of pay for illness or injury for each eighteen (18) hours actually worked, but not exceeding sixty (60) hours in any one school year.
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. The five (5) month period will begin when all accumulated sick leave has been used.

4. Filing of Absence Reports. To receive credit for absence under these sick leave policies, the Unit Member must complete the District's absence report form after return from illness. In case of absences of more than five (5) days, a certificate of illness or injury must be presented to the Superintendent's office, signed by a regularly licensed physician and/or medical authorization to return to work. At the discretion of the Superintendent or designee, a medical verification may be required for an absence of any duration.

B. Pregnancy Disability Leave

1. Unit Members are entitled to use sick leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from on the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for childcare, child rearing, or preparation for child bearing, but shall be limited to those disabilities as set forth above. The length of such pregnancy disability leave, including the date on which the leave shall commence and the date on which duties are to be resumed, shall be determined by the Unit Member and the Unit Member's physician.
2. Unit Members are entitled to leave without pay for disabilities because of pregnancy, miscarriage, childbirth, or recovery from when sick leave provisions have been exhausted. The date on which the employee shall resume duties shall be the day after the disability is terminated as determined by the Unit Member on leave and the Unit Member's physician.

C. Child Rearing

1. Upon request, the Board may provide a male or female Unit Member who is a natural or adopting parent an unpaid leave of absence for the purpose of rearing his or her child. Such leave shall remain in effect at least until the end of the semester following the birth or adoption of the child and no longer than the end of the second semester following the birth of the child.
2. A Unit Member shall notify the Board that he or she intends to take such leave at least four (4) weeks prior to the anticipated date on which the leave is to commence. Upon request of the Unit Member the District may extend a teacher's Child Rearing leave for a maximum of one (1) year. Any Bargaining Unit Member who seeks an extension of Child Rearing Leave shall make application no later than six (6) weeks preceding the expiration of the original leave.

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.

E. Occupational and Worker's Compensation Leave

1. A certificated employee who is absent from duty because of illness or injury resulting from an accident or condition which qualifies under occupational and Worker's Compensation Insurance shall be granted an occupational leave of not to exceed sixty (60) days for the same accident in any one (1) fiscal year. Occupational leave shall be granted from the first day of disability but shall not extend beyond the last day for which temporary disability indemnity is received from the District Worker's Compensation Insurance Administrator. When the leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him or her for the same illness or injury.
2. Only absences which are supported by a doctor's certificate and have been verified by the District Worker's Compensation Insurance Administrator to be the result of a work connected injury or illness can be paid under the occupational leave policy. Any absence that cannot be so verified shall be charged against the employee's personal illness leave or other appropriate leave.
3. Should the employee's absence due to an occupational injury or illness extend beyond sixty (60) days, the employee shall be entitled to use accrued personal illness leave until temporary disability benefits cease, until he or she returns to duty, or until personal illness credits have been used up, whichever is sooner.
4. During any period an employee is receiving his/her regular salary from the District, the employee is required to endorse over to the District all temporary disability benefits received from the District Worker's Compensation Insurance Administrator. Charges to the employee's leave balances shall be as follows:
 - a. Occupational leave shall be reduced by one (1) day for each day of authorized absence regardless of temporary disability payments paid by the District Worker's Compensation Insurance Administrator.
 - b. Personal illness leave shall be reduced only by that amount necessary to provide a full day's wage or salary when added to temporary disability benefits.

5. An employee who is absent because of a work connected injury or illness shall not be entitled to receive wages or salary from the District which when added to temporary disability benefits will exceed his/her full salary during the period of his/her absence.
6. An employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the governing board authorizes travel outside the state.
7. When all available leave of absence, paid or unpaid, has been exhausted and if the employee is not medically able to assume the duties of his/her position, he/she may be placed on unpaid leave of absence at which time he/she shall be granted paid health insurance benefits in the same manner as though he/she were an active regular employee of the District.

F. Personal Necessity

1. A Unit Member may use up to ten (10) days of accumulated sick leave per year as personal necessity. Use of accumulated sick leave for personal necessity beyond the ten (10) day limit shall be at the discretion of the Superintendent.
2. If all accumulated sick leave is exhausted as provided in the above paragraph, the Superintendent or designee at his/her discretion may authorize the use of differential sick leave to be used for personal necessity. Under this provision, the Unit Member shall have the cost of a day-to-day substitute or the school cost of a substitute subtracted from the daily rate of pay.
3. A personal necessity is defined as an activity meeting all the following criteria: serious in nature; cannot be reasonably disregarded; can only be performed during the normal school day; and cannot be performed before or after regular school hours. Certain events or activities automatically qualify for personal necessity leave. They include: (a) death in the immediate family (as defined in Section G); (b) serious illness or injury involving the unit member or a member of his/her immediate family; (c) serious accident resulting in injury or serious property damage involving the unit member or a member of his/her immediate family; (d) medical or dental services that cannot reasonably be scheduled outside the school day; and (e) judicially required or necessary leave not otherwise covered by Section H. Certain other events or activities may also meet the above definition of personal necessity and reasonably qualify for personal necessity leave. Examples include graduation and significant award ceremonies involving the unit member or a member of his/her immediate family and memorial services or other significant services involving a unit member or a member of her/her immediate family at which attendance would be reasonably expected. Absences for social or recreational

activities, departing early or returning late for duty are not defined as personal necessity.

4. Prior approval is not required for taking personal necessity leave that is automatically available as described above. If it is reasonably possible, advanced notice must be given by the unit member. Within five working days of returning to duty, the unit member shall complete a personal necessity leave form by checking a box next to one or more of the applicable five types of automatically available personally necessity leave described above. This form does not require District approval, but it must be verified as true by the unit member.
5. Prior approval is required for all other personal necessity leave, but shall not be unreasonably withheld. If such leave is denied by the site administrator or the Assistant Superintendent for Human Resources, an immediate appeal to the Superintendent may be taken. This appeal is separate from and in addition to the grievance procedure which shall independently apply. Twice yearly an informational report will be prepared for the Board listing the number and types of personal necessity leave denied, if any. This report shall not identify the individual bargaining unit members. A copy of the report shall be provided to the Association.
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.
7. The use of this leave due to a death in the immediate family would be in addition to bereavement leave set forth in "G" below.
8. The Unit Member may be required to submit additional proof to substantiate the personal necessity.
9. If a personal necessity exists that requires no more than one (1) duty period, an employee, on approval of the site administrator, may arrange for another employee to cover his/her classes. Duty period is defined as 100 minutes. If the covering employee does not receive additional compensation or compensatory time for the coverage, such one (1) duty period absence shall not be charged to a personal necessity leave nor shall the employee suffer any loss of pay.

Absent this agreement, the covering would normally be eligible for additional pay or compensatory time for providing substitute service

during this duty period. Nonetheless, the District and the Association agree that the above voluntary procedure agreed to by all parties shall fully satisfy the requirement of the Collective Bargaining Agreement or any other legal requirement for compensation.

If an employee cannot arrange for another employee to cover his/her classes, the employee shall be charged in segments of 100 minutes for his/her absence.

Employees with in-lieu time may take such time in 100 duty period increments.

G. Bereavement Leave

No deduction in salary or sick leave entitlement shall be made for absence due to death in the immediate family or, in the alternative, for the death of the person designated on the emergency card of the employee. The term "immediate family" means the following persons: mother, father, grandmother, grandfather, or grandchild of the employee or of the spouse of the Unit Member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister, brother-in-law or sister-in-law of the employee, or any person living in the immediate household of the employee. Not more than three (3) days absence, or five (5) days, if travel over 200 miles is necessary, shall be allowed under this section (200 miles one way, 400 miles round-trip) for the purpose of attending the funeral, making funeral arrangement, or other duties and responsibilities associated with the death. These three days need not be taken at the same time; however, if this leave is being used for attendance at funeral more than 200 miles one way from the employee's residence, up to an additional two days is available to facilitate the travel and other duties and responsibilities associated with an out-of-area funeral. In the event of the death of an employee's spouse, child, or stepchild an additional five (5) days will be added for the above purposes including grieving. All leave provided in this Section is to be taken in minimum full day increments within thirteen months of the death.

H. Judicial Leave

Judicial leave shall be granted without loss of pay when the Bargaining Unit Member must respond to a subpoena for jury duty or is officially required to appear on behalf of school district litigation. Jury fees will be endorsed back to the District.

I. Legislative Leave

A Bargaining Unit Member elected to the legislature shall be granted an unpaid leave of absence from his/her duties as an employee of the District.

The Unit Member shall notify the District of his/her intention to return at least twelve (12) weeks in advance.

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. 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. 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 \$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.

K. Sabbatical Leave

1. After completing seven (7) consecutive full school years of service, a Unit Member will be eligible to apply for a one semester or one-year sabbatical leave of absence.
2. Applicants for sabbatical leave must submit their request to the Human Resources Office on the appropriate form by no later than November 1st of the school year preceding the school year for which the leave is requested. Unusual circumstances which cause a delay in application will be considered.
3. The Assistant Superintendent of Human Resources will verify the completeness of the application, check with the principal or director concerned on the criticality of the position for the coming year, and will forward the completed application and such information to the Sabbatical Leave Committee.
4. The Sabbatical Leave Committee will consist of eight (8) members. The Assistant Superintendent of Human Resources will be a member and secretary of the committee. Seven (7) members will be appointed annually by the exclusive bargaining agent. The committee will be guided by the following criteria:
 - a. The potential of the leave to improve classroom instruction.
 - b. The potential to strengthen a subject matter area for which there is a need in the District.
 - c. The potential of the proposed leave to strengthen the over-all District program.
5. After receiving the committee report, the Superintendent will present his recommendation regarding the applications to the Board of Education, together with the recommendation of the Sabbatical Leave Committee.

6. Subsequent to the Superintendent's recommendation, the Board of Education may grant leave based on: (1) the financial status of the District; (2) benefit of the proposed leave to the educational process.
7. Unit Members on sabbatical leave will receive one-half of the salary they would have been paid during the period of leave, and the appropriate salary schedule placement which would have been granted had the Unit Member not been on leave. Full fringe benefits and credit for advancement on the salary schedule will be granted to those on leave.
8. The terms and conditions of the leave shall be agreed upon in writing and shall include, but not be limited to: An indemnification bond for failure to successfully complete the sabbatical program or to render the necessary post-leave service; a stipulation to a post-leave service of not less than two (2) full years for a full year of leave, and one (1) full year for a one-half year leave; the description of the sabbatical program; and, appropriate reporting procedures as may be designated by the Superintendent.

L. Military Leave

Military leave of absence is considered upon written request to the Board of Education. A Unit Member who is granted military leave will earn service increments the same as if teaching. Employees with a full year or more experience in this District will receive a payment of one-tenth of their annual salary when the military leave is granted provided such leave is at least thirty (30) calendar days during the work year..

M. Exchange Teaching

A permanent employee may request permission for participation in a teacher exchange program. The Board may grant his/her leave if, in the opinion of the Superintendent, the employee may be replaced, the proposed substitute is suitable and the best interests of the District will be served. Not more than one (1) such leave will be granted to a Bargaining Unit Member within a five (5) year period.

N. Layoff Hearing Leave

Release time will be granted to no more than two (2) Association representatives to attend layoff hearings conducted by an administrative law judge. The cost of the substitutes will be paid by the District.

O. Miscellaneous

1. Unless otherwise provided in this Article, Bargaining Unit Members, while on paid leave of absence, shall be entitled to:

- a. Return to the same general classification of position held prior to leave.
 - b. Receive monetary fringe benefits to the extent not prohibited by law or other sections of this agreement.
 - c. Receive credit for annual salary increments granted during leave except in cases of sick leave or part-time assignment where service is not rendered for 75% of the days in the teaching calendar.
2. A Bargaining Unit Member on unpaid leave of absence shall be entitled to:
 - a. Return to the same general classification of position held prior to leave.
 - b. The option to continue insurance benefits at the employee's expense.

P. Unit Members Who Are Classified As Temporary Employees

1. Notwithstanding any provision contained in this contract, temporary teachers shall be entitled to receive the following leaves only:
 - a. Sick Leave
 - b. Pregnancy Disability Leave
 - c. Parental/Adoption Leave
 - d. Occupational and Workers' Compensation Leave
 - e. Personal Necessity Leave
 - f. Bereavement Leave
 - g. Judicial Leave
 - h. In-Lieu Time
 - i. Military Leave only to the extent required by State Law
 - j. Catastrophic Leave subject to the approval process provided in Section Q.
2. Temporary employees on paid leave:

- a. Shall not be entitled to receive pay or benefits or return to a position after the term of the employment contract expires. This provision does not constitute a waiver of reemployment rights.
- b. Shall be entitled to receive fringe benefits to the extent not prohibited by law or other sections of this agreement.
- c. If rehired for another term shall receive credit for annual salary increments granted during leave except in cases of sick leave or part-time assignment where service is not rendered for 75% of the days in the teaching calendar.

Q. Catastrophic Leave Bank

1. The Catastrophic Leave Bank shall be available only for participating member of the bank. The purpose of the Catastrophic Leave Bank is to provide paid leave to bargaining unit members who have experienced a catastrophic illness or injury either personally or within their family. A qualifying “catastrophic illness” or “injury” means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee’s family, requiring the employee to take time off from work for an extended period of time to care for that family member. An employee’s industrial injury or industrial leave does not qualify as an illness or injury under this definition, provided the employee is eligible for coverage under Workers’ Compensation.
2. All new employees will automatically become members of the bank unless within 60 days of employment they notify the District in writing that they do not wish to join. Current bargaining unit members will be given the opportunity within 60 days of the adoption of this language to withdraw from membership in the bank. Thereafter everyone who wishes to continue to be eligible must participate in each subsequent contribution. Bargaining unit members may in writing opt out of coverage with 30 days following each subsequent requirement for contributions of one (1) additional sick day for the bank. When a member opts out he/she forfeits the right to request Catastrophic Leave benefits under this Section.
3. A maximum of sixty days may be granted to a unit member when accrued paid sick leave is exhausted. This period is normally before the unit member has sought or qualified for “differential days.” All catastrophic leaves grants must be preceded by a written request describing the catastrophic illness or injury and how the bargaining unit member qualifies for the Leave as defined in Paragraph I above. Initially the Assistant Superintendent of Human Resources and the SLTA President shall evaluate act upon the request. If they are in agreement, their decision shall be final. In the event they are not in agreement after consideration of the request, the Association and the

District shall appoint a mediator/arbitrator to facilitate an agreement. If such agreement is not forthcoming, the mediator/arbitrator shall make a final binding decision regarding the request for Catastrophic Leave. It is intended that this be done on an expedited basis.

4. A bargaining unit member may apply for a second grant of Catastrophic Leave up to an additional sixty (60) days. This request can only be made after exhaustion of “differential days” and provided that the unit member is enrolled in an income protection plan providing for at least one (1) year salary protection. Such enrollment must have been in effect at the time of the incident resulting in the first request for Catastrophic Leave. This second Catastrophic Leave allocation can only be granted after the benefits from the income protection plan are exhausted.
5. The President and the Assistant Superintendent of Human Resources shall make their decision based on relative need and shall make reasonable efforts to preserve an adequate leave balance to cover future needs of the ban members. Current unit members will be covered by this contribution requirement unless they opt out in writing within thirty (30) days as provided above. Opting out will forfeit subsequent rights under this Section.
6. All parties under this Section shall comply with applicable confidentiality requirements.
7. If fewer than 60 days leave are contributed in any enrollment/donation period, the bank shall be dissolved and the current participants shall receive a pro-rata share of the banked days. The decision to seek an additional contribution of days shall occur whenever the bank has 60 or fewer days or it is otherwise determined that the current bank of days is insufficient for expected claims as agreed by the District and the Association. The District shall annually provide the Association with the names of members participating and the total number of days remaining in the bank, as agreed by the District and the Association.

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/FLMA 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.

2. Specifically, the Acts permit leave for birth of a child, placement of a child for adoption or foster care, to care for a spouse, child or parent with a serious health condition, or a serious health condition which renders the employee unable to perform job functions.
3. Definitions of child and parent shall be as defined in the above law.
4. For any of the above leave reasons, the employer shall maintain the employee's health benefits coverage on the same level as if the employee has continued to work to the extent required by the above referenced law. If an employee fails to return to work, an employer may recover its share of health plan premiums paid during the period of the unpaid leave unless the failure to return is caused by a serious health condition of the employee or other circumstance beyond the employee's control.

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 XI – TRANSFERS

- A. 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.
- B. Bargaining Unit Members may be transferred by the Superintendent of schools when it is determined to be in the best interest of the District.
- C. Notices of Bargaining Unit Member vacancies shall be posted for five (5) working days (defined as days when the District administrative offices are open). Such posting shall occur at individual school site during the school year and at the District Office during the summer. In addition placement of the “Notice of Vacancy” on the District web site shall constitute notice. This provision does not apply if the position is to be filled by movement from the unassigned list.
- D. A Bargaining Unit Member may request a voluntary transfer to take effect during the school year or at the beginning of the next school year. In either event, the request shall be made on the District's "Request for Transfer" form and sent to the Superintendent of Schools or his designee.
- E. Bargaining Unit Member Initiated Transfers or Reassignments:
 - 1. By March 15 (fifteenth) of each year, teachers may initiate transfer or reassignment requests on the District “Intent to Return” form which is completed by every certificated person. By April 15th, teachers must complete a “Certificated Personnel Request for Transfer or Reassignment Form to guarantee priority consideration. Requests may also be made by letter directed to the Superintendent or designee. The teacher should, but need not, discuss his/her interest in a transfer or reassignment with the principal.

Unit Members who request a voluntary transfer or reassignment on the Information for Staffing Form (P-2.810) will be sent a Request for Transfer or Reassignment Form by the Human Resources Office. It is the responsibility of the Unit Member to submit the completed form to the Human Resources Office no later than April 15th (fifteenth) to guarantee consideration.
 - 2. When a Bargaining Unit Member requests a transfer, it shall be considered when vacancies are available in light of the following criteria:

- a. The clear credential held by the applicant, with such credentialed Bargaining Unit Members having placement priority over temporarily credentialed Members.
 - b. Student instructional program needs in the sending and receiving school.
 - c. Seniority in the District when other factors are approximately equal.
 - d. Recency of experience in similar classes or programs.
3. Voluntary transfer requests will be given priority consideration when the criteria under E-2 above are met and when Bargaining Unit Members on an unassigned list are placed.
 4. If a voluntary transfer is denied, the teacher shall be provided with written reasons for the denial when requested in writing by the teacher.

F. Administratively Initiated Transfers:

1. Administratively initiated transfers are to occur when qualified volunteers are not available. The District shall seek volunteers through the Notice procedure in Section C above prior to making an involuntary administratively initiated transfer. Bargaining unit members will state their interest in writing.
2. The District may initiate teacher transfers for but not limited to the following reasons:
 - a. Changes in school organization.
 - b. Increases or decreases in enrollment.
 - c. Addition or elimination of an educational service.

Personnel affected will be notified promptly by letter from the Superintendent's Office. Specific reasons for transfer shall be supplied upon written request. The criteria in E-2 shall apply to administratively initiated transfers.

3. Principals may request the transfer of a teacher by submitting a memorandum or a verbal request confirmed by memorandum to the Superintendent or to the Assistant Superintendent of Human Resources. A copy of the request will be provided to the teacher.
4. A principal request for a teacher transfer shall be made by April 1st, except in unusual circumstances, and shall have been preceded by principal-teacher conferences which outlined the reasons for the

transfer request. Upon request these reasons shall be given to the teacher in writing. If the transfer occurs during the school year and after October 1st, the District shall notify the Bargaining Unit Member at least ten (10) days prior to the transfer.

5. An administratively initiated transfer will not result in loss of placement on the basic salary schedule, seniority or health and welfare benefits.
 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 the hourly rate of pay. The District shall provide upon request reasonable assistance in moving a Bargaining Unit Member's materials.
- G. At any stage a teacher may confer with his/her professional organization for advice. At any stage a teacher may also confer with the Superintendent or designee.
- H. Unit Member Assignment Preference
- After the staffing needs for a school have been determined by the District, the Unit Members at that school shall be given the opportunity to express their preference for assignment. The Unit Member and the site administrator shall attempt to reach mutual agreement on the assignment. The final decision regarding assignments shall be made by the site administrator.
- I. Unit Members may, on an annual basis, file with the Human Resources Office a declaration of interest in transferring to another school.
- J. The District agrees to consult with the Association in advance of a mass transfer in an attempt to develop a mutually acceptable procedure such as reflected in the 1989-90 mass transfer side letter. In the event agreement is not reached, the above contract provisions shall apply.

ARTICLE XII- EVALUATION

SLTA and SLUSD will form an evaluation committee with a maximum of six members, half from SLTA and half from the District, to make recommendations of possible changes to the evaluation article. SLTA committee members shall be chosen by the SLTA President.

A. PREAMBLE TO THE SAN LEANDRO EVALUATION SYSTEM

The intent, the spirit and the purpose of this evaluation system is to promote individual staff growth and renewal. As a result of this growth, it is hoped the students of the San Leandro Unified School District will enjoy a more effective, relevant educational program.

The District is committed to providing certificated personnel with the tools, information and services identified as necessary to effectively implement the evaluation system.

B. PURPOSE OF THE EVALUATION SYSTEM

To evaluate and assess certificated employee competency as it reasonably relates to:

1. The California Standards for the Teaching Profession
 - a. Engaging and Supporting All Students in Learning
 - b. Creating and Maintaining Effective Environments for Student Learning
 - c. Understanding and Organizing Subject Matter for Student Learning
 - d. Planning Instruction and Designing Learning Experiences for All Students
 - e. Assessing Student Learning
 - f. Developing as a Professional Educator
2. Required Duties and Responsibilities:
 - a. The teacher communicates effectively, verbally and in writing.
 - b. The teacher keeps appropriate records, makes reports as required, and meets required deadlines.

- c. The teacher assists in the supervision of classified staff, e.g., Instructional Assistants.
- d. The teacher participates in appropriate in-service activities, meetings and staff conferences.
- e. The teacher holds parent conferences when required, requested or appropriate.
- f. The teacher participates effectively in Student Study or IEP Teams, as required.
- g. The teacher is available and responsive in dealing with staff and parent requests and concerns.

C. DEFINITIONS

- 1. Evaluatee: Any certificated employee designated as a unit member.
- 2. Evaluator: Any administrator who meets certificated staff evaluation policy requirements as established by the Board of Education.
- 3. State Curriculum Standards: Standards of expected pupil achievement at each grade level as identified by expectations, curriculum or course outlines.
- 4. Element Ratings: A rating for each element of the Standards for the Teaching Profession used on the observation and evaluation forms, using the California Formative Assessment and Support System for Teachers (CFASST) rubric.

M = Meets or exceeds Standards: the SLTA bargaining unit member demonstrates consistent use of CSTP or demonstrates experienced practice that exemplifies the standard.

A = Approaching Standards: the SLTA bargaining unit member demonstrates developing practice of the CSTP.

D = Does Not Meet Standards: the SLTA bargaining unit member demonstrates practice that is not consistent with standard expectations

N = No Evidence of Standards: this rating is only to be used on an observation form, not on an interim or final evaluation, when there is no evidence of the standard being applied

N/A = Not applicable to this position: generally used if the SLTA bargaining unit member is not teaching in a regular classroom setting.

5. The CFAAST rubric is intended to be used as a guide to facilitate professional growth and consistency.
6. Overall Standard Rating: Satisfactory or Unsatisfactory. This is only to be used on the interim or final evaluation form.
7. Unsatisfactory Evaluation Rating: This is only to be used on the interim or final evaluation form, and can only be given if three or more of the Standards are rated unsatisfactory.
8. Five Year Evaluation Cycle: Qualification for this cycle requires permanent status, completion of at least 10 years in the district, being currently rated highly qualified as defined in federal law (20 U.S.C. Sec. 7801), having previous evaluations rated as meeting or exceeding standards, and the agreement of the evaluator and the certificated employee (which can be withdrawn during the five year evaluation cycle). It is intended that participation in the five year evaluation cycle will be established and maintained as provided for in the Education Code (the terms of which have been summarized above).

D. OBJECTIVES OF EVALUATION PROCESS

1. To emphasize evaluation as improvement of instruction.
2. To improve the quality of learning for each student.
3. To aid in the growth and development of the school program.
4. To promote skills in assessing students, and achieving goals.
5. To promote self-evaluation.
6. To strengthen and clarify roles and responsibilities.
7. To support the teacher in his/her assignment.
8. To improve job satisfaction.

E. RESPONSIBILITIES OF THE EVALUATEE

1. To help create a personalized evaluation program and procedure that will ensure a growing experience for the evaluatee.
2. To accept evaluation as an integral part of growth and development.
3. To use the results of the evaluation in an effective and constructive manner.
4. To participate cooperatively in all aspects of the evaluation process.

F. RESPONSIBILITIES OF THE EVALUATOR

1. To help facilitate a personalized evaluation program and procedure that will ensure a professional growth experience for the evaluatee.
2. To facilitate the evaluation process which follows the standard observation or the five year legislation. In the standard observation model, the evaluator will conduct two to five formal classroom observations relating to the California Standards for the Teaching Profession (CSTP) using the pre-conference, observation and post-conference format, and provide copies of completed observation forms to employee.
3. To notify all evaluatees who are at risk of an unsatisfactory evaluation and to develop a Professional Development Improvement Plan with the evaluatee.
4. To conduct an interim evaluation for evaluatees at risk of an unsatisfactory evaluation.
5. To review and observe teacher's adherence to the California Standards for the Teaching Profession (CSTP).
6. To use the results of the evaluation in an effective and constructive manner.
7. To be objective.
8. To ensure that all calendar dates are met.
9. To maintain a file of all reports, materials and other data that have been gathered during the evaluation process.
10. To provide copies of all documentation associated with the evaluation process:
 - a. Observation form
 - b. Evaluation form
 - c. CFASST rubric
 - d. Chart of evaluation timeline

G. EVALUATION PROCEDURES

1. Planning Phase:

- a. On or before October 1* in the year in which a Bargaining Unit Member is to be evaluated, the District shall notify the Unit Member of the name of the evaluator.
- b. All evaluatees will have met with their evaluators in the Initial Planning Conference on or before October 15th. The evaluator shall provide the evaluatee with an overall summary of the evaluation process and all evaluation instruments at the Initial Planning Conference. At that time, a calendar will be determined which may include a time line for classroom observations and establish other dates of importance. Initial Planning Conferences may be held individually or in groups.

2. Evaluation Phase:

During the course of the evaluation year, two to five formal classroom observations will occur. The observation process will include the following:

- a. Pre-observation Conference
 - (i) Occurs for each observation at least 3 days prior to observation, or otherwise by written mutual agreement.
 - (ii) Discusses the lesson to be observed
 - (iii) Sets a mutually agreed upon time for observation
- b. Observation
 - (i) Will last at least 30 minutes.
 - (ii) Includes a written summary of the lesson taken by evaluator using the Observation form and rating each element.
- c. Post Observation Conference
 - (i) Will occur within 7 working days after the observation, or otherwise by written mutual agreement.
 - (ii) Evaluator and evaluatee discuss the lesson observed using the Observation Form and element ratings in relation to the CFASST rubric.

- (iii) If there is a need, as described in Section C, the evaluatee will be informed that an interim evaluation will be conducted including in writing the reasons for the interim evaluation. This notification will occur no later than January 25 and may be made a part of the Observation Form. Moreover, the listing of reasons shall not limit the scope of the interim or final evaluation.

3. Interim Evaluation

- a. Effective the 2014-15 school year, if an interim evaluation is necessary, an Interim Evaluation Conference must be held no later than the 25th of January. .
- b. If a Bargaining Unit Member is deemed at risk of receiving an unsatisfactory evaluation, the following process is as follows:
 - (i) Standards that are deemed as potentially unsatisfactory must be identified in writing and discussed.
 - (ii) A written Improvement Plan with a timeline shall be developed, including identification of support tools. The evaluator and the evaluatee shall mutually agree upon the plan. However, absent agreement, final approval of a reasonable plan shall be the responsibility of the evaluator. Any reasonably necessary and available resources shall be provided to the bargaining unit member by the district.
 - (iii) All documentation at the Interim Conference shall be kept on site and is only sent to the personnel file if the teacher receives a final unsatisfactory evaluation.
 - (iv) Bargaining Unit Members at risk of receiving an unsatisfactory final evaluation shall be observed at least twice more between the Interim Evaluation and the Final Evaluation.

4. Final Evaluation Phase

- a. A final meeting to discuss the evaluation will occur at least one calendar month prior to the final school day.
- b. When the evaluation process has been completed, the following forms will become part of the employee's permanent record:
 - (i) The Evaluation Form for Permanent Employees.
 - (ii) Observation and Evaluation forms for non-permanent Employees.

- (iii) Observation, interim and final evaluation forms for employees receiving unsatisfactory evaluations.
- c. If the permanent evaluatee receives an unsatisfactory evaluation, the evaluator will conduct a re-evaluation annually until the employee achieves a satisfactory evaluation or is separated from the district, and the evaluatee shall be referred to PAR as outlined in the PAR side letter, should PAR be funded. There shall be a maximum of five formal observations during the re-evaluation in the subsequent year(s).
- d. Notification of such re-evaluation will be made in writing no later than thirty (30) days prior to the last school day scheduled. Reasons for such re-evaluation caused by the evaluatee may be, but are not limited to, any of the following:
 - (i) Failure to meet deadlines with the exception of a an emergency
 - (ii) Failure to follow evaluation guidelines
 - (iii) In order to receive an overall unsatisfactory evaluation, a teacher must receive a minimum of three (3) unsatisfactory rating in the six (6) California Standards for the Teaching Profession.
- e. The written notification will include an Improvement Plan with a timeline which addresses the area(s) of unsatisfactory performance. The area(s) will be central to the re-evaluation.
- f. Any evaluation containing an unsatisfactory rating shall include the requirement that the certificated employee participate in the PAR program, if funded. A PAR assistance plan will be designed by the Joint Committee with input from the certificated employee to improve appropriate areas of the employee's performance and further pupil achievement and the instructional objectives of the District.
- g. If PAR is not funded, a written improvement plan with a timeline shall be developed, including identification of support tools. The evaluator and the evaluatee shall mutually agree upon the plan. However, absent agreement, final approval of a reasonable plan shall be the responsibility of the evaluator. Any reasonably necessary and available resources shall be provided to the bargaining unit member by the district.
- h. All information of a derogatory nature that could be used in evaluating a Unit Member's performance shall not be entered or

filed in the personnel files of the Unit Member unless and until the Unit Member is given written notice and an opportunity to review and comment thereon within 15 working days. A Unit Member shall have the right to enter and have attached to any such derogatory statement his/her own comments thereon. The person who writes such information shall sign and date it. No such derogatory information shall be filed if it contains undocumented or unsubstantiated information.

- i. A Unit Member shall be permitted to examine and/or obtain copies of evaluation materials in his/her personnel file. With the written authorization of the teacher, a copy of evaluation materials will be provided to a person of the Unit Member's choice.

5. Miscellaneous

- a. All permanent certificated personnel will be evaluated every other year or shall have the option to participate in the 5-year evaluation cycle, effective in the 2005 – 2006 school year.
- b. All temporary and probationary certificated personnel will be evaluated every year.
- c. Any Unit Member may request additional observations or evaluations.
- d. In the event of a final unsatisfactory evaluation, a Unit Member may request a different evaluator for the following year. However, a unit member may, in a timely manner, withdraw this request and remain with the original evaluator.

6. Limits on Negative Evaluation

- a. In the event a parent or community complaint is received which may affect the unit member's evaluation, and would not otherwise be includable in the evaluation, the complaint shall follow the Board approved complaint process before it can be included in the evaluation.
- b. The signature of the evaluatee shall not imply either agreement or disagreement with the evaluation report. If the evaluatee disagrees with the content of the report, he/she shall have an opportunity to respond in writing within 15 working days, and such response shall become a permanent part of the evaluation summary and shall be attached thereto in the District file. Final evaluation reports, once completed and signed by the evaluator and the evaluatee, shall not be modified without agreement of both parties.

- c. A unit member's lawful personal or political activity outside of employment shall not result in negative evaluation and/or disciplinary action unless it affects the unit member's performance of his/her professional duties.
- d. Unit members shall not be negatively evaluated because of the subject matter of instructional materials, provided such materials are current and have been approved in accord with board policy.

H. CALENDAR

- 1. By October 1*, the evaluatee will be notified in writing of his/her evaluator.
- 2. By October 15th*, all evaluatees will have met with their evaluators and together they will have reviewed the evaluation process.
- 3. By January 25, Bargaining Unit Members receiving an Interim Evaluation shall be notified in writing and will have an Interim Evaluation Conference.
- 4. Not later than thirty (30) days prior to the last school day scheduled, the written evaluation must have been transmitted to the evaluatee.
 - a. Exceptions:
 - (i) Dates will be adjusted as appropriate for year-round schools, late hires, midyear returning LOAs, and other special circumstances.
 - (ii) Certificated personnel being considered for dismissal for unsatisfactory performance under the evaluation process must be notified by March 15.
 - (iii) First year probationary Bargaining Unit Members not being rehired must be given 30 days written notice by the Superintendent or designee. If requested, the Bargaining Unit Member shall be provided with written reasons for his/her release.
 - (iv) A second year probationary Bargaining Unit Members not being rehired must be given his/her notice not later than March 15th. If requested, the Bargaining Unit Member shall be provided with written reasons for his/her release.
- 5. By June 1, the final written evaluation will be submitted to the Superintendent.

6. If any date identified in this document falls on a weekend or holiday, the next working day is applicable.

ACTION	Temporary or Prob 1 Bargaining Unit Member	Prob 2 Bargaining Unit Member	Permanent Bargaining Unit Member	Fall Semester (Jobshare, LOA)	Spring Semester for Permanent Employee (Jobshare, LOA, or new hires)	Spring Semester for Temp, Prob 1 or 2 Employee (Jobshare, LOA, or new hires)
Notification of his/her Evaluator	October 1	October 1	October 1	October 1	February 20	10 school day of 2 nd semester
Review evaluation process and establish time line for observations	October 15	October 15	October 15	October 15	March 1	20 th school day of 2 nd semester
Notification of Interim Evaluation, with written reasons	January 25	January 25	January 25	N/A	N/A	N/A
Interim Evaluation Meeting	January 25	January 25	January 25	N/A	N/A	N/A
Notice of re-evaluation (permanent) or release (others)	30 working days before the last day of school	March 15	30 working days before the last day of school	January 20	30 working days before the last day of school	30 working days before the last day (March 15 th for Prob 2)
Final Written Evaluation to Evaluatee	30 working days before the last day of school	30 working days before the last day of school	30 working days before the last day of school	January 20	30 working days before the last day of school	30 working days before the last day of school
Final Evaluation Meeting	One month prior to the last school day	One month prior to the last school day	One month prior to the last school day	January 27	One month prior to the last school day	One month prior to the last school day
Final Evaluation to Superintendent	June 1	June 1	June 1	February 1	June 1	June 1

EVALUATION ARTICLE AMENDED 06/08/05

ARTICLE XIII – SUPPLEMENTARY PERSONNEL ASSIGNED TO CLASSROOM

- A. As provided in Education Code Section 45342, instructional assistants shall not be utilized to increase the number of pupils in relation to the number of classroom teachers in any school.

- B. A Unit Member may elect not to utilize classroom volunteers or student teachers provided such election does not violate the requirements of federal or state law or funding of school improvement programs.

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.
- 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.
- 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.
- D. The District shall provide protective devices where they are specifically required by Cal/OSHA, for the safety of the Bargaining Unit Members.
- E. The District shall maintain a program to assess and correct any unsafe physical conditions which exist within the buildings or on the property of the school district.
 - 1. All Bargaining Unit Members will report any unsafe conditions which they observe to the principal in writing. The principal will cause an assessment of the reported condition to be made and advise the Member of the results of that assessment and any proposed action.
 - 1. The principal of each school, all Bargaining Unit Members and the Superintendent's Office shall work cooperatively to assure compliance with the safety conditions as mandated by Cal/OSHA guidelines.

2. 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.

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 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 insuring that a telephone is available in every classroom. The District will make all reasonable efforts to accomplish this goal by September, 1999.
- H. 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.
- I. The District shall provide teachers with a functioning lockable place to store purses or other small personal items. Such space can be a drawer in a locking file cabinet or desk, a locker, or other similar space. The bargaining unit member shall notify his or her administrator in writing if such space is not available. The unit member will obtain access to a convenient lockable space

within 15 working day of notifying the administrator. Authorized administrators shall have access to the locked space if necessary consistent with district policy.

- J. Each work site shall have a Site Safety Committee that includes SLTA bargaining unit members designated by the SLTA president that shall develop and annually review its site safety, health, and emergency preparedness plan for distribution to employees at the site. This committee shall also make the District aware of unaddressed safety issues at the site. The committee will meet during the school day or receive hourly rate of pay to attend at least one meeting per school year. The SLTA representative will meet with the principal to make recommendations.
- K. All rooms occupied by STA 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 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. 2019-20 Compensation: 3.25% salary schedule increase, effective July 1, 2019.
2. 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.

b. 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 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.

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.

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.

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.

d. Part-Time Bargaining Unit Members:

Regular part-time Bargaining Unit Members will receive proportional compensation taken as a fraction of the total salary (base salary plus supplements) for a comparable full-time position. Regular secondary part-time Bargaining Unit Members who teach in addition to or less than the standard five-period day shall receive proportional compensation taken as a fraction of the employee's class and step placement on the salary schedule.

- e. Bargaining Unit Members holding a degree based on four (4) years of college training and a California credential will be allowed full credit for outside teaching experience up to ten (10) years, provided said K-12 experience is in public schools or in an accredited private school requiring a California teaching credential.
- 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)
- g. 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.
- h. Semester units (or quarter unit equivalents) from accredited colleges and universities only will be recognized for salary schedule credit. Repetitive courses are subject to limitation for credit for salary schedule advancement. Prior approval of such possible courses should be obtained from the Superintendent's Office.
- i. Two (2) years of military experience will be allowed on the salary schedule. Maximum credit for both military and teaching experience shall not exceed ten (10) years.
- 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.
- k. Full-time home instructors will be paid according to the regular schedule for Bargaining Unit Members. Part-time or substitute home instructors will be paid on the Adult School schedule for time spent in actual instruction.
- l. Nurses will be paid according to the schedule for Bargaining Unit Members. All school nurses must possess a public health nursing certificate and a health and development credential.
- m. Teachers of Mild/Moderate classes and Moderate/Severe classes will receive a stipend equal to 6.5 percent of 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 their Class placement at the highest step for that Class up to Column III, Step 13. Teachers on 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.
- n. Librarians will be paid according to the regular schedule for Bargaining Unit Members.

- o. Personnel in authorized curriculum writing projects will be paid at the District hourly rate.
- p. Bargaining Unit Members with School Nurse Services credentials, Speech-Language Pathology Services credentials, Vocational Trade and Industrial credentials or Limited Industrial Art credentials and assigned in these categories, shall be given up to ten (10) years credit for appropriate experience.

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

- (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.

	<u>Without Released Time</u>	<u>With Released Time</u>
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.

- (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.

Department for which chairpersons may be selected are as follows:

Middle School

English/Language Arts
Social Studies/History
Mathematics

High School

English/Language Arts
Social Studies/History
Mathematics

Science
 Conglomerate (Electives)
 Special Education
 Physical Education

Science
 Physical Education
 Industrial Arts/Consumer & Home
 Economics
 Fine Arts
 Foreign Language
 Special Education
 Head Counselor

Elementary School
 Physical Education
 (one position)

District-wide
 Music (one position)

(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) 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

(3) Marching Band Director 3%

(4) 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%
- (5) 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.

- (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 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.

- (c) A BCLAD certified Unit Member teaching in a BCLAD assignment 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. Five periods of special teaching are required on the secondary level to qualify for the stipend. Teachers 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.

- (d) Teachers on special Assignment shall receive additional per-diem compensation at a daily rate if required to work during non-duty days.

- (e) The prevailing hourly District pay rate or an equivalent lump sum payment will be paid to unit members who perform additional, pre-approved work that is not included on the additional compensation schedule. (Article 15, Section 17). Any exceptions to this will be reviewed with and agreed to by the Association and District.
- (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.
- (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.

- r. Employee Fringe Benefits
Participation in dental coverage is mandatory for employees. The District will cover the cost of the base plan for dental coverage for unit members. Unit members may elect to have additional dental coverage. Any additional costs or out of pocket costs are borne by the unit member, less the cost of the base plan.
- s. The District and SLTA agree that domestic partners shall be included under this article effective January 1, 1998. The procedures for application, enrollment criteria, duration, and other appropriate provisions are specified in Appendix F of this Agreement.
- t. The District in conjunction with the Association may offer an IRC Section 125 base plan for Bargaining Unit Members.
- u. Retired Certificated Personnel Health Insurance

- (i) For employees who retire on or after July 1, 1984, from district employment at age 55 and have twenty (20) consecutive years of service in the District or the sum of any age above 55 years of age and consecutive years of service in the District which equals 75, the District will pay the employee only health premium in effect at the time of retirement. A Board-approved leave shall constitute a year of service for the purpose of eligibility for this benefit. Dental insurance is not included in this provision. Benefits under this provision will be integrated with Medicare and Medi-Cal benefits.

Employees 50 years old or above who qualify for disability retirement and otherwise meet the above requirements (except age) shall be eligible for this benefit.

Bargaining Unit Members who are retired from the District and have maintained health/dental coverage through a spouse continuing to work in the District, shall have the right to return to the district Retiree Health Insurance Program once his/her spouse retires, dies and/or leaves the District, subject to carrier requirements. The dollar amount for the retiree under the Retiree Medical Plan shall be the amount in effect at the time of his/her original retirement from the District.

- (ii) Persons hired on or after July 1, 1984, are not eligible to participate in any retiree health benefit program.
- (iii) The combined District-paid premium of those eligible former Unit Members who retired prior to July 1, 1984, shall not exceed \$108,000 for purposes of this calculation, and shall be diminished by the July 1, 1984, District-paid premium costs of any of those retirees for whom premiums are no longer being paid. (Amount A)

The District-paid premium costs attributable to eligible former members who retire subsequent to June 30, 1984, shall be added to Amount A (above). When this combined amount exceeds \$210,000, the excess shall be divided by the total number of qualified former unit members who are retired and for whom the District is still making premium payments. The District shall pay this prorated amount for each former Unit Member who retired prior to July 1, 1984, and for whom the District is still making premium payments. The remainder shall be prorated and charged equally to each former Unit Member who retired subsequent to June 30, 1984.

(iv) It is the intent of the parties that the 1985 court settlement with pre-July 1, 1984, retirees regarding district payment of medical insurance premiums not encroach upon the monies set aside for post July 1, 1984, retiree fringe benefits in the 1983-86 agreement (Article XV, Section 22). The language of this section shall be interpreted in compliance with this intent.

v. Longevity

A longevity increment will be paid at the 16th, 20st, 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)

w. Death Benefit

In the event a Bargaining Unit Member dies during the school year and has received salary payments beyond the pro rata entitlement, such excess funds shall be regarded as a death benefit and part of the member's fringe benefit package. This benefit cannot exceed twenty (20) percent of the Bargaining Unit Member's compensation and shall be considered void if in violation of any applicable legal restriction.

x. Spousal Death Benefits

Current Bargaining Unit Members who are covered by a District medical plan and have included a spouse under such coverage shall be eligible for a spousal death benefit. Consistent with carrier requirements, restrictions or prohibitions, the District shall allow the surviving spouse the right to continue medical coverage at the spouse's expense. The intent of this provision is to extend the surviving spouse's COBRA rights beyond the current thirty-six (36) month limit.

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.

ARTICLE XVI – PHYSICAL EXAMINATION

Examinations for tuberculosis will be required every four (4) years. Skin tests are available through the County Health Department and from certain health plans. The District will provide an annual opportunity for a tuberculin test at no cost to the employee. The District will provide x-ray examinations at District expense under the following conditions:

- A. When this service is not provided by the Unit Member's health plan.
- B. When the member has had a positive tuberculosis skin test.

ARTICLE XVII – TRAVEL

- A. The District will provide the current IRS reimbursement rate per mile and reasonable expenses as approved in advance by the Superintendent or his designee.
- B. The District will make every effort to schedule teachers so that travel during the day is the minimum necessary to operate an effective program.
- C. Teachers who are covered by the provisions of this Article shall be entitled to a lunch period and a preparation period.

ARTICLE XVIII – PART-TIME EMPLOYMENT WITH FULL RETIREMENT CREDIT

The Board of Education desires to assist senior certificated employees to phase into retirement. In order to do so, the District will consider a career alternative for those who wish to reduce their workload from full-time to part-time prior to retirement as provided by law.

- A. By February 15th, the District will provide the opportunity for eligible Unit Members to indicate their interest in the program on the "Intent to Return" form. Such Unit Members shall then be provided a full explanation of the program including the following:
 - 1. Eligibility requirements
 - 2. Benefits
 - 3. Procedure for application
- B. Any Unit Member age 55 or older interested in participating in the program shall notify the principal and the Human Resources Office of that decision no later than March 15th. The principal and/or the District designee shall meet with that Unit Member prior to April 15th to see if a mutually agreeable assignment can be developed. When such assignment has been developed, the Unit Member shall be notified within a reasonable length of time.
- C. No assignment shall be less than 50%.
- D. Salary will be pro-rated as a percentage of the salary the Unit Member would have earned if working full-time.
- E. Full fringe benefits will be provided in accordance with the Government Code.
- F. The Unit Member must have been employed full-time in a position requiring certification for at least ten (10) years of which the preceding five (5) years were full-time. Approved leaves of absence shall not constitute a break in service.
- G. The Unit Member only may initiate a request for part-time employment under this program and acceptance into the program will be by mutual agreement. Such part-time service is limited to a period of ten (10) years.
- H. For those Unit Members accepted into the program, the District and the Unit Member shall contribute to the State Teachers' Retirement System in the amount that would have been contributed if the Unit Member had been employed on a full-time basis.

- I. The decision to enter the program shall be final after the approval of the reduced assignment by the Board of Education, except that by mutual agreement as approved by the School Board, a Unit Member may terminate his/her agreement with the District before May 1st of any school year. The contract shall automatically terminate on June 30th of the year after the Unit Member reaches age 70.

ARTICLE XIX – EARLY RETIREMENT PLAN

- A. A certificated employee who possesses expertise in a given area and/or who can provide a unique service to the District may request to be placed in the early retirement program by submitting a request to the Superintendent.
- B. A certificated employee voluntarily retiring before the age of 60 shall be considered for rendering limited educational services as an independent contractor under the following conditions:
1. Participation shall be voluntary on the part of the certificated employee.
 2. The employee must have rendered ten (10) years of full-time service in the District in a position requiring certification, must be at Step 13 on the salary schedule with at least sixty (60) units, and must be at least 55 years of age.
 3. After retiring, the former employee, as an independent contractor, shall render a prescribed educational service each school year. Such service(s) shall be rendered within the specialty or field of expertise of the contractor, and shall be mutually agreed to by the contractor and the District.
 4. The contractor shall contract to render such services for a period of one (1) year, and the contract may be renewed annually for a total period of five (5) years or to and including the year in which the contractor reaches the age of 61, whichever comes first.
 5. The District will pay the contractor for each eight (8) hour day of service rendered for at least thirty (30) days at the latest per diem rate of pay said contractor would earn if he had remained as an employee. As one of the terms of the contract, the District will agree to supply health and dental coverage to a comparable extent that it is supplied to permanent employees of the District.
 6. At the time the person submits his/her retirement, the employee who is to be a contractor with the District shall sign a contract of agreement setting forth these conditions and such other details as may be necessary to insure a mutually satisfactory understanding on the part of the contractor and the District of the services to be rendered and the times at which they are to be performed.
 7. Application must be received by the Human Resources Office by March 15th, with decisions and retirement letter by May 15th.

C. Examples of possible contracted services:

1. Demonstration teaching
2. Preparing staff development and in-service programs
3. Assisting with testing programs
4. Compiling and analyzing test data
5. Orienting and assisting new teachers
6. Designing and producing programs
7. Preparing or updating curriculum guides
8. Updating and revising school district publications
9. Developing or updating instructional materials
10. Administrative Assistance

ARTICLE XX – SCHOOL CALENDAR

- A. The length of the teachers' work year for the 1998-99 school year shall be 186 work days of which 180 days shall be teaching days. The work days shall increase to 187 days in 1999-2000 of which 180 shall be teaching days. The total salary schedule adjustment for these additional workdays is reflected in the 1998-99 salary schedule. Workdays beyond 184 are specifically funded as staff development days (E.C. 52120-52128.5). Should this funding become unavailable for any reason the required workdays and corresponding increase in salary shall be readjusted downward to offset the lost funding. Such an adjustment shall immediately reopen this Agreement for negotiations. This funding has been used to increase the 1998-99 salary schedule by 1.10% (.39% was added to the 1997-98 salary schedule).
- B. The Association and the District will meet prior to June 1st to reach agreement on a calendar for the next year not covered by contractual agreement. Said calendar shall be incorporated into the Contract.
- C. The parties agree to attempt to continue to coordinate the calendars with the Hayward, Castro Valley, and San Lorenzo school districts and their Associations. Following such efforts, the parties will continue negotiations on the calendar independently from the other provisions of the tentative agreement.
- D. Neither the District nor school sites will require attendance for meetings before the Unit member's first duty day. Unit members who receive compensation for extra duty days could be required to meet before the first duty day.
- E. Staff Development and Common Planning Advisory Committee: The parties agree to form a committee for the purpose of exploring, examining and potentially making recommendations regarding staff development and common planning activities. This will include reviewing the need and opportunity for teachers to meet across the district by grade level groupings, discuss content areas across grade levels, and understand what prior grade and next grade levels are studying. The committee may explore the best methods of providing needed staff development information and programs. Additionally the committee may evaluate the effectiveness of various programs and make recommendations on how staff development and common planning time is best used in the District, including whether one or more staff development days could be divided into half day sessions and potentially paired with planning activities. Any recommendation of the Committee shall be provided to the Association and the District for use in negotiating future or modified calendars. Any calendar change through this process would require agreement of the Association and the District.

ARTICLE XXI – MISCELLANEOUS PROVISIONS

- A. Within 30 days after the signing of this Agreement, the District will deliver 400 copies to the Association President at a cost not to exceed \$345.00 and San Leandro Teachers' Association will reimburse the District for half of this cost. The District will make available to each newly-hired teacher a copy of the current Contract.
- B. The Superintendent or his/her designee shall be authorized by the Board of Education to officially accept the resignation or retirement of any employee. Acceptance of the resignation or retirement shall be effective at the time of receipt by the Superintendent.
- C. Any contract with an individual member of the Bargaining Unit which provides for teaching under an early retirement program or job sharing or for teaching during the school day under a consultancy contract will be consistent with the terms and conditions of this Agreement.
- D. Bargaining Unit Members hired on the same day of service shall have their seniority determined by lot at a meeting of the Assistant Superintendent of Human Resources and a designee of the Association. This seniority determination is intended to be available for use in the lay-off process only. Nothing in this section is intended to determine which criteria would actually be used in any layoff which may occur.
- E. Nothing in this Agreement shall preclude a 6/5th assignment provided the additional assignment is acceptable to the Bargaining Unit Member. It is intended that such assignment should be unusual and undertaken when special needs within the District exist. The positions shall be posted so as to provide reasonable notice to qualified teachers at the site.
- F. Provisions of this Agreement are intended to be interpreted consistent with legally necessary requirements for available funding such as SB 813 and AB 666.
- G. The District and the Association will apply the provisions of this Agreement consistently and uniformly with all members of the bargaining unit.
- H. Academic Freedom: The teacher must be free to think and express ideas, free to select and employ supplemental materials, and follow methods and educationally acceptable learning styles of instruction, free from undue pressures of authority, and free to act within his/her professional group. Such freedom should be used judiciously and prudently to the end that it promotes the free exercise of intelligence and student learning. Such academic freedom shall be subject to the standards of professional responsibility with due regard for the maturity level of students, laws of the state of California, District policy, and administrative rules and regulations.

ARTICLE XXII – SAVINGS

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

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:

1. Complaints concerning school personnel should be made directly by the complainant to the person against whom the complaint is lodged. Upon request of the employee, the administrator shall be present at any initial meeting.
2. If the complaint is not resolved at this level, the complainant is requested to put the complaint into writing and to direct it to the employee's administrative supervisor, or principal. The District shall supply a copy to the employee within five (5) days of receipt.
3. At this time the supervisor shall attempt to schedule a meeting between the complainant, employee and supervisor. 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.
4. The employee may send a response to the Superintendent within five (5) days of receipt of the supervisor's report.
5. The Superintendent's decision shall be final unless the complainant, the employee, or the Superintendent requests a closed hearing before the governing board on the complaint. If the employee so requests, an open hearing will be held.
6. No hearing, either open or closed, will be held by the governing board on any complaint unless and until the board has received the Superintendent's written report concerning the complaint. The Superintendent's report shall contain, but not be limited to, the following:
 - A. The name of each employee involved.
 - B. A brief but specific summary of the nature of the complaint and the facts surrounding it, sufficient to inform the Governing Board and the employee(s) as to precise nature of the complaint and to allow employee(s) to prepare a defense.
 - C. A true copy of the signed original of the complaint itself.
 - D. The decision of the Board shall be final. However, nothing shall preclude the employee from filing a grievance alleging a violation or misinterpretation of this Agreement.

Failure of the complainant to put the complaint into written form will be considered by the District as a dropping of the complaint, and no record shall be placed in the employee's file.

After a written complaint is received by the District, the employee and/or the complainant may have a conferee or other representation.

This Article does not apply to one Bargaining Unit Member filing a complaint against another Bargaining Unit Member.

The District and the Association agree that complaints against unit members, whether written or verbal, that include allegations of violations of state or federal law are not subject to procedures, limitations or requirements set forth in Article XXIII of the parties; CBA. In such cases, the District may address and act in response to such complaints entirely independent of Article XXIII, and such matters shall not be grievable. Within 10 days (as defined in CBA, Article V Section A.3) of receipt of such a complaint, unless otherwise required by law, the District will notify the Association and the unit member, in writing, as to the existence of the complaint and a brief summary of the alleged violations of state or federal law.

ARTICLE XXIV – EFFECT OF AGREEMENT

This bilateral Agreement as signed by the parties represents the complete understanding between them. District practices and policies are limited only by the express provisions of this Agreement and by State law. Any said practices or policies that are found to be in conflict with this Agreement shall be null and void.

ARTICLE XXV – COMPLETION OF MEET AND NEGOTIATION

During the term of this Agreement, the two parties waive and relinquish the right to meet and negotiate on any subject or matter whether or not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn except as described and agreed to in Article XXVIII.

ARTICLE XXVI – CHILDREN'S CENTER TEACHERS

If a Districted-Operated, and directly-controlled, children's center is reopened, this article will be in effect.

A. Notwithstanding other sections of this contract, the following provisions only shall apply to children's center teachers:

Article I - Recognition

Article II - Non-Discrimination

Article III - Negotiations Procedures

Article IV - Association Rights

Article V - Grievance Procedure

Article VI - Organizational Security

Article X - Leaves of Absence except as modified as follows:

1. Section A-1 is deleted in its entirety with the following language substituted:

a. "Sick leave of one day per month effective on the last day of each month cumulative to 10, 11, 12 days per year, depending on the service year of the Unit Member shall be allowed. Sick leave is accumulative indefinitely."

b. All other parts of Section A shall apply.

2. Section F - Personal Necessity is deleted and the following language substituted for children's center Unit Members:

"A children's center Unit Member may use his/her accumulated sick leave in cases of personal necessity. Use of sick leave under this Article is limited to seven (7) days in any school year."

Reasons which shall be considered as personal necessity under this policy shall be limited to the following:

a. Death of a member of his/her immediate family. (This would be in addition to normal bereavement leave.)

b. Accident, involving his/her person or property, or the person or property of his/her immediate family, of such an emergency nature that the immediate presence of the employee is required during his/her work day.

c. Appearance in court or before any administrative tribunal as a litigant, party or witness under subpoena or any order made with jurisdiction.

- d. Serious or critical illness of a member of the immediate family, calling for services of a physician, and of such an emergency nature that the immediate presence of the Unit Member is required during his/her work day.

A Unit Member shall request such a leave in writing at least three (3) days in advance, except for a, b and d above. Upon return a Unit Member may be required to submit additional proof to substantiate the personal necessity.

- 3. Additionally, the following sections of Article X do not apply to children's center Unit Members:

- J. In Lieu Time
- K. Sabbatical Leave
- N. Layoff Hearing Leave
- P. Unit Members Who Are Classified As Temporary Employees

- 4. All other sections in Article X shall apply to children's center Unit Members

- Article XIV - Safety
- Article XVI - Physical Examinations
- Article XXII - Savings
- Article XXIV - Effect of Agreement
- Article XXV - Completion of Meet and Negotiation
- Article XXXII - Term

B. CHILDREN'S CENTER SALARY SCHEDULE, 1996-97

STEP	CLASS I (Less than BA degree)	CLASS II (BA degree or higher)
1	1852	2061
2	1945	2164
3	2042	2272
4	2144	2386
5	2251	

- 1. HEAD TEACHER: Schedule placement plus \$2,400 annual supplement
- 2. FRINGE BENEFIT ALLOWANCE: \$2,500. For those Members who are covered by a District-sponsored health plan and have out-of-pocket medical/dental expenses above \$2,500.00, the fringe allocation will be increased up to \$3,660.00. The total of the additional fringe benefit allocation shall be the equivalent of twenty-six hundredths of one percent (.26%) for 1997-98 over the 1996-97 allocation and is included

as part of the (5.52%) total compensation figure referred to in Section 1 of Article XV.

C. Overtime:

1. All overtime performed by children's center Unit Member must be approved by the District and shall be paid at the rate of time and one-half of the Unit Member's regular hourly salary or offset with compensatory time off. When compensatory time off is to be taken, it shall be determined by the District after consultation with the Unit Member and must be taken within thirty (30) days from the date of the overtime worked. In the event that the compensatory time off is not taken within the thirty (30) day period, the Unit Member shall be paid at the rate of time and one-half.
2. Overtime is defined to include any time required to be worked in excess of the full-time assignment in any one day and in excess of the full-time work week hours in any calendar week. For the purpose of computing the number of hours worked, time during which an employee is excused from work because of holidays, sick leave, vacation, compensating time off, or other paid leave of absence shall be considered as time worked by the Unit Member.

For those Unit Members working an average work day of four (4) hours or more during the work week and who are required to work on the sixth or seventh day following the commencement of the work week shall be paid at the rate equal to time and one-half the regular rate of pay of the Unit Member designated and authorized to perform the work. A Unit Member having an average work day of less than four (4) hours during a work week shall, for any work required to be performed on the seventh day following the commencement of the work week, be compensated for at a rate equal to one and one-half times the regular rate of pay of the Unit Member designated and authorized to perform the work.

D. Lunch Periods:

1. All full-time children's center Unit Members shall be entitled to an unpaid duty-free lunch period of not longer than one (1) hour nor less than one-half (1/2) hour which shall normally be scheduled at or near the mid-point of each work shift.
2. Part-time employees assigned no more than six (6) hours may, at their election, be scheduled for a lunch break. The employee shall annually indicate his/her preference to the designated supervisor.

E. Adjustment of Assigned Time for Fringe Benefit Purposes:

A children's center Unit Member who works a minimum of thirty (30) minutes per day in excess of his/her part-time assignment for a period of twenty (20) consecutive working days or more, shall have his/her basic assignment changed to reflect the longer hours in order to acquire sick leave, vacation leave and all other leaves and benefits conferred by law.

F. Holidays:

All children's center Unit Members shall be entitled to the following holidays so long as they were in paid status on the last regularly scheduled work day immediately prior to the holiday or the work day immediately after the holiday: Independence Day, Labor Day, Admission Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King Jr. Day, Lincoln's Birthday Holiday, Washington's Birthday Holiday, Friday of the Student Spring Recess Week, and Memorial Day.

G. Vacation:

The following children's center vacation schedule shall apply:

Years of Experience	Days of Vacation
0 -1	12 days
2 -4	15 days
5 -7	18 days
8 -13	20 days
14 -29	25 days
30 +	30 days

H. Conference Periods:

Preparation time of 150 minutes per week shall be provided.

I. Class Size:

Class size shall be in accordance with State law.

J. Evaluation:

1. A Teacher Performance Report and Evaluation Form shall be completed once a year for the first three years of employment and thereafter once every other year.
2. If the evaluatee disagrees with any final evaluation, a written statement may be attached by the evaluatee to the form before it is added to the permanent file.

3. Information of a derogatory nature that develops in an evaluation shall not be entered or filed in the personnel files of Unit Member unless and until the employee is given notice and an opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to any such derogatory statement his/her own comments thereon. The person who drafts such written material shall sign and date it.
4. A Unit Member shall be permitted to examine and/or obtain copies of evaluation materials in his/her personnel file. With the written authorization of the Unit Member, a copy of the evaluation material will be provided to a person of the member's choice.

K. Miscellaneous:

The District and the Association will apply all Articles applicable to the children's center Bargaining Unit Member consistently and uniformly among children's center Unit Members.

L. Supplementary Personnel:

A children's center Unit Member may elect not to utilize volunteers, student assistants or student teachers provided such election does not result in causing the District to violate the legal ratio of children to adults in the children's center. The Unit Member may request the removal of an unsatisfactory volunteer or assistant.

M. Hours:

The normal work week for children's center Unit Members shall be thirty seven and one half (37-1/2) hours, seven and one half (7.5 hours) per day. The Unit Member's schedule shall be determined by the supervisor in charge.

- N. The Board of Education of the San Leandro Unified School District agrees to a voluntary-unit modification to include children's center teachers as part of the SLTA/CTA/NEA bargaining unit.

ARTICLE XXVII – MENTOR TEACHER

It is the intent of the Board of Education of the San Leandro Unified School District to maintain a Mentor Teacher Program. The program shall meet the requirements specified in SB813 and any subsequent legislation so that the District may qualify for any and all state funding required to establish and maintain this program. It shall be the intent of the District to maintain the program as long as state funding for it is available or until the Board of Education determines that the program does not contribute substantially to the improvement of instruction and curriculum.

A. Nominating Committee

The nominating committee shall be composed of six classroom teachers - three elementary K-5, and three secondary 6-12; and five certificated administrators that include elementary, middle school, high school and district representation. An alternate teacher and administrator will also be selected. Committee members will be nominated and selected by their peers in a district-wide secret ballot which shall be administered by the district. Committee members will serve a three-year term. Teacher members of the nominating committee are not eligible for nomination as a mentor teacher.

B. Duties of the Nominating Committee

The nominating committee shall: 1) develop an application packet that is consistent with state law and this contract; 2) assure that positions and selection timelines are posted throughout the district; 3) meet and follow the nomination and selection procedures.

C. Nomination and Selection of Mentor Teachers

1. The committee will select only from those teachers whose names have been submitted to them by a group of certificated teachers, individual teachers, teachers who volunteer, or administrators. No teacher shall be considered without written acceptance of his/her nomination.
2. Nominations submitted to the Board of Education will attempt to assure that the mentor teachers serving in any given year will include at least one teacher from grades K-2, one from grades 3-5, one from grades 6-8, and one from grades 9-12.
3. The selection process will include completion of an application packet including recommendations. The nominating committee will need to review all applications. Classroom observation and/or interview may be included as part of the selection process.
4. Following the nominating committee meeting, the committee chairperson will submit the mentor teacher nominations to the Board of Education for consideration at its next regular meeting. The number

of teachers nominated will be 25% more than the number allowed by law whenever possible.

5. Initial selection as a mentor teacher by the Board of Education shall be for a term of two years. A mentor teacher may request an extended term of one additional year subject to the nominating committee's review of the mentor teacher's performance during the term of service. A teacher shall be eligible to serve as a mentor teacher for a maximum of three consecutive years. After a hiatus of at least one year, a former mentor may be nominated and considered for a new term of mentorship.

D. Selection Criteria

The nominating committee shall consider the following when selecting exemplary teachers to be nominated:

1. Demonstrated ability to work collaboratively with fellow teachers and administrators;
2. Ability to communicate effectively with students, teachers, administrators, parents and the Board of Education;
3. Ability and willingness to participate in staff development programs and to work in a supportive manner with colleagues;
4. Demonstrated use of a variety of instructional strategies;
5. Recognized as having excellent subject matter knowledge;
6. Permanent status as a credentialed teacher;
7. Full-time teaching assignment status within the last five years.

This does not preclude the committee from developing additional criteria for the nomination process.

E. Duties

Classroom teachers selected by the Board of Education as mentor teachers shall be expected to perform the following duties which may include but not be limited to the following, in order of priority:

1. Assisting probationary teachers;
2. Working with permanent teachers to provide assistance in acquiring or improving skills;
3. Developing curriculum in district designated subject area;

4. Other duties as mutually agreed upon by the mentor teacher and the district.

In addition to duties identified, mentor teachers will also have the opportunity to pursue their own professional growth. Any released time during the school year would need to be approved by the Superintendent of Schools or his/her designee.

F. Stipend

Each mentor teacher will receive an annual stipend equal to the amount allocated by the State Department of Education Program Advisories to the district for this purpose.

G. Work Year and Work Day

All mentor teachers will work the full contractual year for teachers. They will perform mentor teacher duties for an additional 16 days or their equivalent and will complete all agreed upon assignments. This time will be established and monitored by the Educational Services Office in consultation with each individual mentor teacher. During the regular work year the mentor teacher will not be away from his/her regular teaching assignment for district-related functions more than 40% of the work year.

H. Evaluation

1. The mentor teacher and Educational Services designee will have an initial meeting to determine mutually agreed upon criteria for the successful completion of duties. Consideration shall be given to:
 - a. completion of duties
 - b. quality of performance
 - c. results of participation or influence of the mentor
 - d. benefits to students, teachers, district
 - e. additional criteria as relates to the individual mentor teacher

The written agreement will be signed by both parties.

2. Additional meeting dates will be mutually established for ongoing assessment of the mentor teacher assignment. Subsequent changes shall be included in the written assignment.
3. Each mentor assignment shall be evaluated annually. Successful evaluation shall be considered a prerequisite for reappointment to a third year of mentorship.
4. The Educational Services Office will make an annual report to the Board of Education on the effectiveness of the mentor teacher program.

This program will be operative only with special funding so designated by the state and with board approval. The final decision for selection of mentor teachers rests with the Board of Education. Either the Board of Education or the mentor teacher may terminate the individual mentor teacher assignment for cause at any time after initial appointment.

ARTICLE XXVIII – SPECIALIZED PHYSICAL HEALTH CARE SERVICES

- A. The Legislature has declared its intent in Education Code Section 49427 that each school district maintain fundamental school health services at a level that is adequate to:
 - 1. Preserve pupils' ability to learn.
 - 2. Fulfill existing state requirements and policies regarding pupils' health.
 - 3. Contain health care costs through preventive programs and education.

- B. Any pupil who is required to take, during the regular school day, medication prescribed for him/her by a physician, may be assisted by the school nurse or other designated school personnel if the school district receives (a) a written statement from such physician detailing the method, amount, and time schedules by which such medication is to be taken and (b) a written statement from the parent or guardian of the pupil indicating the desire that the school district assist the pupil in the matters set forth in the physician's statement (Section 44923).

- C. Any individual with exceptional needs who requires specialized physical health care services during the regular school day may be assisted by the following individuals (Section 49423.5):
 - 1. Qualified persons who possess a service credential with a specialization in health (Section 44267) or hold a valid California certificate of public health nursing;
 - 2. Qualified designated school personnel trained in the administration of specialized physical health care provided they perform such services under the supervision of a school nurse, public health nurse, or licensed physician and surgeon. Verification of successful completion of training in the administration of specialized physical health care shall be filed in the employee's District personnel file.

- D. Specialized health care or other services that require medically related training shall be provided pursuant to the procedure described by Section 49423 (paragraph B, above) (Section 49423.5 (b)).

- E. Persons providing specialized health care services shall also demonstrate competence in basic cardiopulmonary resuscitation and shall be knowledgeable of the emergency medical resources available in the community in which the services are performed (Section 49423.5 (c)).

- F. "Specialized physical health care services" as used in this article include catheterization, suctioning, or other services that require medically related training (Section 49423.5 (d)) and are described in the "Green Book" (see H below).
- G. The provisions of this article are subject to the provisions of applicable laws and of regulations developed jointly by the State Department of Education and the State Department of Health Services and adopted by the State Board of Education.
- H. Qualified school personnel trained in the administration of specialized physical health care shall have on-site access to the "Guidelines and Procedures for Meeting the Specialized Physical Health Care Needs of Students", published by the State Department of Education (known as the "Green Book").
- I. The administration of specialized physical health care in accordance with the provisions of Education Code Sections 49422 - 49427 and applicable regulations shall be listed as an insured activity by endorsement or other provisions in the District's liability insurance policy.

Reference: Education Code Sections 49422 - 49427

ARTICLE XXIX – RESTRUCTURING

A. Purpose

The parties agree that it is in their best interest to cooperatively engage in the exploration of educational reform proposals relating to school restructuring.

B. Concept

This venture may call for a variety of changing roles and responsibilities within the schools, including but not necessarily limited to:

1. Involving school staff members in decision making at sites through respecting and seeking divergent point of views.
2. Devising new systems of school site accountability.
3. Recognizing and valuing individual differences and the uniqueness of each school site.
4. Organizing and staffing schools in new ways.
5. Altering schedules and learning activities to accommodate different levels of student learning.
6. Involving school staff members in site level budget development.

C. Guidelines

Recognizing that restructuring may require collective bargaining flexibility on a continuing basis, the District and Association adopt the following guidelines to assist in the implementation of a committee:

1. The District and the Association recognize the need for the following in any restructuring effort:
 - a. consider waivers to Education Code or District Policies
 - b. modify contract provisions
 - c. form a District restructuring committee
 - d. continue two-way on-going collaborative conversations
 - e. assist in educating district employees (i.e. site-based decision making, conflict resolution, consensus building, current research, etc.)
 - f. disseminate information
 - g. support on-going staff development
2. Sites that develop restructuring or reform proposals which involve waivers to the collective bargaining agreement shall submit a written request for waiver to the District Restructuring Committee. The request shall include the following:
 - a. A statement of the restructuring/reform proposal(s) or a copy of the plan including the rationale for the change.
 - b. Verification by the principal that:

- (1) he/she recommends the plan, the contract waivers being sought, and the time period for which those waivers are sought;
 - (2) the school site council has reviewed and approved the proposal(s) and the contract waivers sought;
 - (3) by consensus as defined by the site or at least 67% of the staff at the school site have approved, by secret ballot, the proposal(s) and the contract waivers sought.
3. All agreements to change contract provisions will be made by formal written agreement of the parties. Each party will determine its own procedures for ratifying any written agreement which modifies existing contract provisions. The Board of Education will be advised of and review any contract, Education Code, or District Policy waiver before it is recommended for approval.
4. The District and Association agree to establish a District Restructuring Committee.

D. District Restructuring Committee

1. Membership:

The membership of the District Restructuring Committee will consist of the Assistant Superintendent of Educational Services, the Association President, plus four additional representatives, two appointed by each party.

2. Purpose

One of the purposes of this District Restructuring Committee shall be to meet to review restructuring proposals submitted by sites that follow the procedures noted in Section C-2. Also this Committee will review contract administration issues. Other purposes of the District Restructuring Committee will be developed as needed.

3. Authority

- a. Final authority for establishing policy rests with the Board of Education. The District Restructuring Committee shall serve the Board of Education in an advisory capacity on issues dealing with the modification or creation of restructuring policies. This District Restructuring Committee shall have authority to work with staff in implementing the policies established by the Board in those areas which fall within the guidelines noted in Section C.
- b. The District Restructuring Committee shall serve in an advisory capacity on issues dealing with modifying or orienting policy.

4. Meeting Schedule:

Meeting times and locations shall be by mutual agreement.

5. Communication

Regular reporting to the Board shall be made throughout the process. Minutes of meetings shall be kept and distributed to the Board of Education, Cabinet, exclusive representatives, and the District Restructuring Committee members. SLTA has the responsibility to disseminate the minutes to their membership.

ARTICLE XXX – YEAR ROUND SCHOOL (YRS)

A. Work Year

1. The work year shall be 186 equivalent days with 180 student contact days (ADA days).
2. The calendar shall be proposed by the year-round staff utilizing, where possible, the break periods within the traditional school year. The proposed calendar shall be reviewed by the bargaining teams for approval. Final approval will be given by the Association and the Board of Education.
3. Early dismissals (1:50 p.m.) will be authorized at the end of each of the three teaching blocks for schools on a year round calendar.
4. Teachers shall not be required to attend in-services or meetings during their off-track time in a manner similar to summer vacation.

B. Work Day

1. The length of the day shall be equivalent to the teacher and student work-day of the traditional school calendar.

C. Transfer

1. Initial transfer conditions during the conversion year shall be as set forth below:
 - a. Teachers on site shall have preferential assignment rights in a school changing from traditional to a YRS.
 - b. Teachers wanting to transfer out of a year-round school shall have priority for any District openings for which they are qualified under the transfer article.
 - c. Teachers within the year-round school shall be given priority for available assignments to other grade levels within the school prior to being transferred out of a school due to a year round calendar.
 - d. Once the openings are determined at a YRS, then postings for each open grade level shall be done by the District for a minimum of 5 days.
 - e. Should it become necessary to transfer a teacher from a YRS to a traditional calendar school due to YRS requirements, the District will first ask for volunteers to transfer. A teacher who volunteers to transfer shall be given first consideration for the

transfer. If no one volunteers, the least senior qualified teacher will be transferred.

- f. If a teacher is involved in a transfer that would ordinarily involve a change in pay cycle, the teacher may remain on his/her pay cycle.
- g. Teachers shall not be required to transfer from a traditional school to a YRS unless there are no vacancies in a traditional school and the only vacancy is at a year round school.
 - (i) The teacher to be transferred may accept the YRS vacancy or elect to replace the least senior qualified teacher who shall be required to accept the YRS vacancy.
 - (ii) A teacher transferred under this provision shall have the option of transferring to a vacancy in a traditional calendar school at the beginning of the following school year provided the teacher is qualified for the vacant position. Nothing in this section shall prevent an earlier transfer consistent with the transfer article of this agreement.

- 2. Transfer procedures following the year of the conversion shall be as provided by the contract unless otherwise changed by the parties through subsequent negotiations regarding YRS issues.

D. Substituting

- 1. Teachers off-track shall have a priority to substitute within the District. The District long-term substitute rate plus \$20.00 per day shall be paid for day-to-day service. Teachers working a traditional calendar shall have the opportunity to substitute for YRS teachers. Staff shall be required to indicate their availability, in writing, to the Human Resources Office to receive priority under this section.
- 2. The District and the Association shall explore the workability and legality of allowing teachers from traditional calendar schools and YRS to replace each other on a day to day basis at no additional cost to the District. Any agreement shall require the approval of the Association and the Board.

E. Leaves

Teachers may be eligible for unpaid leaves consistent with the leave policy of the District. Leave requests must be submitted at least four (4) weeks prior to the first day of leave.

F. Maintenance of Benefits

Teachers on YRS are to receive the equivalent benefits to teachers in a traditional calendar school. The District shall make every reasonable effort to assure that YRS teachers shall not be disenfranchised in any district elections, surveys, or questionnaires.

G. Auxiliary Personnel

1. Nurses, resource specialists, music teachers, speech therapists, adaptive P.E. teachers, and any other specialists may extend their work year if mutually agreed between the employee and the District. Any extensions of the 184 day work year shall result in a pro-rata increase in salaries for the additional contract work days excluding intersessions which are subject to summer school conditions.
2. Teachers shall be credited with one additional illness leave day for each eighteen (18) additional days worked beyond the 184 day work year excluding substitute work or intersession days subject to summer school conditions. The four (4) teacher work-days beyond the 180 student days shall be counted toward the first 18 days increment.
3. Traditional calendar schools and YRS shall have equivalent access to specialists based on student needs and/or enrollment.
4. An extended salary schedule consistent with Education Code 37632 shall be based on the base salary schedules noted in Appendix C. The extended salaries for 190 or 200 days of service will be based on the Unit Member's daily rate.

H. Termination of Year-Round School

If the District adopts and implements a YRS program and then later decides to eliminate part or all of such program, it shall give reasonable prior notice to the SLTA.

I. Class Size

1. Pupils shall be distributed equitably among teachers assigned to the same grade level.
2. Class sizes shall be in accordance with the Contract. The parties agree that the average class size for the District as a whole and YRS should be the same. To reach this goal, the District agrees to staff YRS at the prior year's District average by the 11th school day of the first trimester. However, this article shall not be violated unless the maximum or average class size exceeds that established by the contract.

- J. Unless otherwise stated, all provisions of this contract are intended to apply to year-round Unit Members.
- K. This article shall be discussed at the request of either party for the next two years due to the newness of this concept in the District. Contract language may be changed after one year or as otherwise mutually agreed. Should the District decide to open any multi-track "yrs" program, then new bargaining shall commence dealing with the new issues of multi-track "yrs".
- L. Inter-sessions:

Nothing in this agreement is intended to prevent the application of summer session conditions to inter-sessions. For example, a teacher would not be required to teach inter-sessions, and the intersession rate is the summer school hourly rate.

ARTICLE XXXI – INCLUSION

Inclusion: The Association and the District shall meet annually to determine the specific support that will be provided to general education teachers with identified inclusion students for the following school year. These meetings shall commence no later than January 15, or a date mutually agreeable to both parties, to determine options for the following year.

ARTICLE XXXII – TERM

This Agreement shall remain in full force and effect up to and including June 30, 2021, 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 A – RECOGNITION

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

1. All regular probationary and permanent certificated teachers.
2. Counselors and school psychologists.
3. Librarians.
4. School nurses and speech therapists.
5. Behaviorists.
6. Intervention specialists.
7. Occupational therapists
8. Program Specialists
9. Elementary vice-principals with full teaching assignments or less than 50% administrative time.
10. Temporary teachers.
11. Children Center Teachers.
12. Department heads in secondary schools.

Excluding all other positions not specifically enumerated above which includes but is not limited to:

1. Superintendent of Schools and Deputy and Assistant Superintendents.
2. Senior Directors.
3. Directors.
4. Assistant Directors.
5. Program Coordinators.
6. Principals whether full-time or part-day, part-year or teaching principals.
7. Secondary Associate Principals, Vice-Principals and Assistant Principals whether full-time, part-day or part-year.
8. Elementary school Vice-Principals who are assigned 50% or more administrative time.
9. Employees of the Adult School.
10. Substitute teachers - short-term and long-term.
11. Summer school teachers.

APPENDIX B – MEET AND CONSULT ITEMS

The District and the Association agree that during the term of this Agreement their representatives will meet at mutually agreed upon times and places for the purpose of consultation on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks and other matters to the extent that all such matters are within the jurisdiction of the Board or the Superintendent.

Such other matters shall include but not be limited to the following:

- A. The development and implementation of an in-service education program.
- B. Materials and facilities for the instructional program.
- C. Development of guidelines for supplementary personnel (student teachers, volunteers and aides) assigned to classroom.
- D. Development, with local colleges and universities, of student teaching program.
- E. Teacher orientation to current Board policies and procedures.
- F. Student disciplinary and suspension procedures.
- G. Summer school program and staffing procedures.
- H. Implementation of Assembly Bill 3408 (the Hart Law).
- I. Challenges to instruction.
- J. Development of policy in handling citizen or parent complaint about a teacher.

This information memo and its contents are not subject to the Grievance Procedure in Article V.

APPENDIX C – SALARY SCHEDULE

SAN LEANDRO UNIFIED SCHOOL DISTRICT 2018-2019 SLTA Salary Schedule Eff. 7/01/18							
PROFESSIONAL GROWTH							
STEP	BA TO 44 COL. I	BA + 45 COL. II	BA + 60 COL. III	BA + 70 COL. IV	BA + 80 COL. V	BA + 90 COL. VI	BA + 100 COL. VII
1	63,460	64,503	65,543				
2	64,499	65,543	67,000				
3	65,542	66,584	69,245				
4	66,583	68,372	71,575				
5	67,625	70,372	74,003				
6	68,799	72,448	76,517				
7	70,541	74,597	79,134				
8	72,361	76,816	81,858				
9	74,223	79,115	84,687	87,630			
10	76,146	81,493	87,625	90,572	93,512		
11	78,122	83,951	90,685	93,629	96,562	99,509	
12	80,157	86,492	93,859	96,800	99,748	102,689	105,629
13	80,157	86,492	93,859	96,800	99,748	102,689	105,629
14	80,157	86,492	93,859	96,800	99,748	102,689	105,629
15	80,157	86,492	93,859	96,800	99,748	102,689	105,629
16	82,606	88,944	96,310	99,252	102,202	105,143	108,080
17	82,606	88,944	96,310	99,252	102,202	105,143	108,080
18	82,606	88,944	96,310	99,252	102,202	105,143	108,080
19	82,606	88,944	96,310	99,252	102,202	105,143	108,080
20	85,061	91,396	98,763	101,704	104,647	107,591	110,532
21	85,061	91,396	98,763	101,704	104,647	107,591	110,532
22	85,061	91,396	98,763	101,704	104,647	107,591	110,532
23	85,061	91,396	98,763	101,704	104,647	107,591	110,532
24	87,510	93,850	100,917	106,366	109,387	112,413	115,855

Note: A member must be on Col. 3, Step 8 (AB-60) for one year before being eligible for placement on the supplemental schedule that is noted above in the shaded areas.
*** A maximum of 10 approved units for column advancement will be credited per year.**

Work days: 186 days
3.5% Increase effective July 1, 2018
Board Approved : 10/9/18

APPENDIX D – ADDITIONAL STIPENDS

**SAN LEANDRO UNIFIED SCHOOL DISTRICT
Additional Stipends
2018 - 2019**

MASTERS	\$1,408	DOCTORATE	\$2,346
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<u>Department Head</u>		<u>Teacher In-Charge/BCLAD</u>	
3%	\$2,816	COL. I	\$5,210
5%	\$4,693	COL. II	\$5,622
5.5%	\$5,162	COL. III	\$6,101
6%	\$5,632		
6.5%	\$6,101		

<u>PUPIL SERVICES STIPENDS</u>				
		<u>COL. I</u>	<u>COL. II</u>	<u>COL. III</u>
Resource Specialist	3.25%	\$2,605	\$2,811	\$3,050
SDC / SH or Non SH	6.50%	\$5,210	\$5,622	\$6,101
Speech Therapist / Psychologist / Program & Behavior Specialist	9.75%	N/A	N/A	\$9,151

AP STIPEND PER PREPARATION = \$3,173

APPENDIX E – SALARY SCHEDULE FOR COUNSELORS

SAN LEANDRO UNIFIED SCHOOL DISTRICT							
2018-2019 SLTA Salary Schedule for Counselor							
7/1/2018							
PROFESSIONAL GROWTH							
STEP	BA TO 44 COL. I	BA + 45 COL. II	BA + 60 COL. III	BA + 70 COL. IV	BA + 80 COL. V	BA + 90 COL. VI	BA + 100 COL. VII
1	66,173	67,261	68,348				
2	67,258	68,348	69,869				
3	68,347	69,432	72,209				
4	69,431	71,299	74,639				
5	70,519	73,383	77,170				
6	71,742	75,549	79,792				
7	73,562	77,791	82,523				
8	75,459	80,106	85,364				
9	77,400	82,504	88,314	91,385			
10	79,404	84,984	91,379	94,451	97,517		
11	81,466	87,549	94,570	97,641	100,702	103,774	
12	83,590	90,195	97,881	100,948	104,024	107,091	110,157
13	83,590	90,195	97,881	100,948	104,024	107,091	110,157
14	83,590	90,195	97,881	100,948	104,024	107,091	110,157
15	83,590	90,195	97,881	100,948	104,024	107,091	110,157
16	86,145	92,754	100,436	103,506	106,581	109,649	112,714
17	86,145	92,754	100,436	103,506	106,581	109,649	112,714
18	86,145	92,754	100,436	103,506	106,581	109,649	112,714
19	86,145	92,754	100,436	103,506	106,581	109,649	112,714
20	88,707	95,313	102,995	106,063	109,134	112,204	115,272
21	88,707	95,313	102,995	106,063	109,134	112,204	115,272
22	88,707	95,313	102,995	106,063	109,134	112,204	115,272
23	88,707	95,313	102,995	106,063	109,134	112,204	115,272
24	91,259	97,872	105,241	110,924	114,077	117,232	120,823

Note: A member must be on Col. 3, Step 8 (AB-60) for one year before being eligible for placement on the supplemental schedule that is noted above in the shaded areas.
 * A maximum of 10 approved units for column advancement will be credited per year.

Work days: 194 days

3.5% Increase effective July 1, 2018

Board Approved: 10/9/18

APPENDIX F – ADDITIONAL STIPENDS FOR COUNSELORS

**SAN LEANDRO UNIFIED SCHOOL DISTRICT
Additional Stipends for Counselors
2018 - 2019**

MASTERS	\$1,468	DOCTORATE	\$2,447
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Department Head

3%	\$2,936
5%	\$4,894
5.5%	\$5,383
6%	\$5,873
6.5%	\$6,362

Teacher In-Charge/BCLAD

COL. I	\$5,433
COL. II	\$5,863
COL. III	\$6,362

APPENDIX G – DOMESTIC PARTNERS BENEFITS

- A. It is recognized that in order to enroll for coverage of the domestic partner, the employee and his or her domestic partner must complete, sign under penalty of perjury, and file with the District an Affidavit of Domestic Partnership attesting to their meeting the eligibility requirements, as provided below. There is attached hereto as forms an Affidavit of Domestic Partnership and a Statement of Termination of Domestic Partnership which shall become effective as provided therein. The parties agree that the Affidavit of Domestic Partnership and Statement of Termination of Domestic Partnership are hereby incorporated into this Agreement by reference and the parties agree to comply with and be bound by all of its terms and provisions.
- B. In order to be eligible for domestic partner coverage, the domestic partners must meet all of the eligibility requirements set forth in Section II of the attached Affidavit of Domestic Partnership.
- C. Domestic partner benefits shall also be subject to the following:
 - 1. In the event of any change in their domestic partnership status as attested to in the Affidavit of Domestic Partnership, the domestic partners must notify the San Leandro Unified School District by filing a Statement of Termination of Domestic Partnership as set forth in Section III of the Affidavit of Domestic Partnership.
 - 2. The employee domestic partner may make health plan and other benefit elections on behalf of the non-employee domestic partner and may terminate the domestic partner benefits unilaterally, at any time, irrespective of the view of the non-employee.
 - 3. The District Administrator of any benefit plan at issue will be the sole and final judge of whether a domestic partner is qualified for benefits.
 - 4. The non-employee partner does not have the right to continuing coverage under federal law under COBRA or under any state law.
 - 5. Upon assessment of surcharge on the District's employee premiums for domestic partner coverage, the domestic partners benefits as set forth in the Article will terminate within thirty-one (31) days of such surcharge and open for renegotiations between the parties.
 - 6. Provided that the medical insurance premium charged for providing domestic partnership benefits to all potential domestic partners is less than or equal to the medical insurance premium charged for same sex domestic partner coverage only, both same sex and heterosexual unmarried domestic partners will receive coverage under the terms of this Article. Otherwise, coverage will be provided to same sex partners only.

**San Leandro Unified School District
Affidavit of Domestic Partnership**

I. DECLARATION:

We, _____ and _____
(employee-print name) (domestic partner-print name)

each certify and declare that we are domestic partners in accordance with the following criteria:

II. STATUS

1. We affirm that this domestic partnership began on or about _____ / ____ / ____
2. We are each eighteen (18) years of age or older.
3. We are mentally competent to consent to contract.
4. We have an intimate, committed relationship of mutual caring and support.
5. We are each other's sole domestic partner, and we intend to remain so indefinitely.
6. Neither of us is married to or legally separated from anyone else.
7. Neither of us has had another domestic partner within the prior twelve (12) months.
8. We are not related by blood to a degree of closeness that would prohibit legal marriage under California Law.
9. We cohabit and reside together in the same residence and intend to do so indefinitely.
10. We reside together at:

(address of above named employee and domestic partner)

11. We are jointly responsible for the common welfare and financial obligations of each other which are incurred during the domestic partnership.
12. We are registered as domestic partners with the _____ City/County Clerks Office or will register with a city/county clerks office within thirty-one (31) days of the signing of this affidavit. [Local City Clerks Offices accepting Affidavits of Domestic Partnership from both residents and non-residents include: Berkeley, Oakland*, Palo Alto, and San Francisco* (*these cities have additional registry requirements for non-city residents)]

13. We currently possess the following [check all that apply: at least three must be checked]:

_____ A Certificate of Registration of Domestic Partnership

_____ A joint real estate mortgage, lease or deed (either as tenants in common or joint tenants with right of survivorship).

_____ A current beneficiary designation naming the employee's domestic partner as a primary beneficiary of the employee's life insurance or retirement plan benefits payable at death.

_____ A current will naming the employee's domestic partner as a primary beneficiary of the employee's estate.

_____ A durable power of attorney for property and health care executed by the employee in favor of the domestic partner.

_____ Joint ownership of a motor vehicle or a joint checking or joint credit account.

III. CHANGE IN DOMESTIC PARTNERSHIP:

1. We have an obligation to notify the San Leandro Unified School District by filing a Statement of Termination of Domestic Partnership if there is any change in our domestic partnership status as attested to in this Affidavit that would terminate this Affidavit (e.g., due to death of a partner, a change in residence of one partner, termination of the relationship, etc.). We will notify the San Leandro Unified School District within thirty-one (31) days of such change.

2. We understand that termination of this coverage (obtained as a result of completion of this Affidavit) will be effective on the date the relationship ends as indicated on the Statement of Termination of Domestic Partnership, providing coverage has not otherwise terminated due to standard policy provisions.

IV. ACKNOWLEDGEMENTS:

1. We understand and agree that the employee domestic partner may make health plan and other benefit elections on behalf of the non-employee domestic partner.

2. We understand and agree that the employee domestic partner may terminate the domestic partner benefits unilaterally, at any time, irrespective of the view of the non-employee. If the employee executes such an option, that employee shall notify the non-employee domestic partner as soon as possible that his or her benefits have been terminated and it shall be the sole responsibility of the employee to make such notification.

3. We understand that a civil action may be brought against one or both of us for any losses (as well as attorney's fees and cost) due to any false statement contained in this Affidavit or for failure to notify the San Leandro Unified School District, of changed circumstances as required in Section III above. I,

the undersigned employee, further understand that falsification of information in this Affidavit, or failure to notify the San Leandro Unified School District, of changed circumstances pursuant to Section III above, may lead to disciplinary action against me, including discharge from employment.

4. We have provided the information in this Affidavit for use by the San Leandro Unified School District for the purpose of determining our eligibility for certain domestic partner benefits. We acknowledge that the District may require supportive documentation concerning any or all eligibility criteria. We understand and agree that the San Leandro Unified School District is not legally required to extend any such benefits. We understand that this information provided in this Affidavit will be treated as confidential by the San Leandro Unified School District but will be subject to disclosure; a) upon the express written authorization of the undersigned employee, b) upon request of the insurer or plan administrator, or c) if otherwise required by law.
5. We understand that this Affidavit may have legal implications under California law which has recognized that non-marital cohabiting couples may privately contract with respect to the financial obligations of their relationship. We understand this agreement may also have legal implications relating, for example, to our ownership of property or to taxability of benefits provided, and that before signing this Affidavit we should seek competent legal advice concerning such matters.
6. We specifically agree that if any taxing authority determines taxes, penalties, or interest to be due or owing with respect to any benefits provided, that we are solely responsible for the payment of such taxes. We agree to indemnify and hold harmless the District in the event any such taxing authority alleges that the San Leandro Unified School District should pay any such taxes, penalties or interest.
7. We understand the non-employee partner does not have the right to continuing coverage under the federal law under COBRA or under any state law.

We affirm, under penalty of perjury, that the statements in this Affidavit are true and correct.

_____ Employee Signature	_____ D.O.B.	_____ Date
_____ Domestic Partner Signature	_____ D.O.B.	_____ Date

**San Leandro Unified School District
Statement of Termination of Domestic Partnership**

I, _____ certify and declare that:
(employee - print name)

_____ and I are no longer domestic partners
(former domestic partner – print name)

as of this date. I understand that coverage for this individual will terminate on _____.
(date)

1. I make and file this Statement of Termination in order to cancel the Affidavit of Domestic Partnership filed by me with the San Leandro Unified School District on _____.

2. Termination of the Affidavit of Domestic Partnership is due to:

_____ Termination of domestic partnership

_____ Change of residence

_____ Marriage to another person

_____ No longer jointly responsible for each other's common welfare and living expenses

_____ Death of domestic partner

In the event that termination of this relationship is not due to the death of my domestic partner, I will mail my former domestic partner a copy of this notice at:

_____ (former domestic partner new address)

I understand that another Affidavit of Domestic Partnership cannot be filed until one (1) year from the date the relationship ends (as indicated above).

I affirm, under penalty of perjury, that the above statements are true and correct.

Signature of employee

Date

**SAN LEANDRO UNIFIED SCHOOL DISTRICT
SIDE LETTER
APPENDIX H – MASS TRANSFER**

- A. In the event of a mass transfer due to Board of Education approved changes in school organization; the District will initiate teacher transfers in a timely manner to meet the educational needs of the students. Criteria to be considered:
1. The credential and majors and minors held by the teacher.
 2. Seniority and recency of experience in the subject matter.
 3. Student and instructional program needs in the sending and receiving schools.
 4. Seniority in the district when other factors are approximately equal.
- B. The District will survey staff for preference by January 31st. By April 1st, TENTATIVE site assignments will be given to staff realizing that final assignments are dependent on but not limited to retirements, leaves, enrollment projections, and student course requests. By June 10th, a tentative teaching assignment will be given to each teacher.
- C. Voluntary transfers shall receive first priority. Where no voluntary transfers are received for a position meeting the criteria set forth in "A", involuntary transfers may be utilized.
- D. Consistent with the criteria in "A" and to the extent possible, preference will be given to present 6th grade teachers to follow their students to the Middle School. All 6th grade teachers will be afforded the following choices in priority order:
1. Follow their students to their students' Middle School (if the teacher desires a Middle School).
 2. Go to the other Middle School (if the teacher desires a Middle School).
 3. Stay at the same school if a vacancy exists or will exist.
 4. Transfer to another elementary school.
- E. Consistent with criteria "A", preference will be given to all junior high school teachers who express a desire to transfer to the high school level.

SIDE LETTER

APPENDIX I – ASSOC. ABILITY TO COMMUNICATE WITH UNIT MEMBERS

The 1992-93 negotiated changes to Article IV, Section C, are not intended to modify past practices or reduce the Association's ability to communicate with Unit Members. It is also understood that nothing in the collective bargaining agreement is intended to prevent the District from establishing reasonable rules for individual use of the District mailboxes and communication systems.

SIDE LETTER
APPENDIX J – AFTER HOURS ADULT SCHOOL INSTRUMENTAL MUSIC

It is recognized that the Adult School is offering non-credit after school instrumental music instruction. The District agrees that in staffing such courses, it will provide a priority to qualified Bargaining Unit Members at the District hourly rate. (4/94)

SIDE LETTER
APPENDIX K – SCHEDULING ELEMENTARY TEACHERS’ PREP. PERIODS

It is recognized that with the current staffing, it is not possible to schedule for every elementary teacher only one of the negotiated 45-minute preparation periods on each of four separate workdays. Some teachers must take two prep periods on the same day, which results in none on another day. Because this creates a hardship on those teachers, the District will utilize the following guidelines in scheduling preparation times for elementary teachers:

1. No teacher will have two 45-minute prep periods on the weekly unstagged, early dismissal day (currently Wednesday).
2. No teacher will be given more than one "double prep".
3. "Double preps" will be scheduled adjacently or "back-to-back".
4. There will be no yard duty assigned to a teacher on a day when that teacher has no prep time at all.
5. "Double preps" will be rotated each year so that no teacher has to double up for more than one school year until the other teachers on the staff have done so.
6. Requests will be honored from teachers who volunteer to take "double preps" before they are assigned to teachers who do not want them.

Representatives for the District and SLTA will meet previous to the 1996-97 school year to review this agreement and the success of these guidelines. (9/95)

SIDELETTER
APPENDIX L – PEER ASSISTANCE AND REVIEW PROGRAM

The District and the Association hereby establish, a teacher peer assistance and review program (PAR), making available the skills of exemplary teachers to help all teachers develop as professionals. PAR shall use as its professional model the California Standards for the Teaching Profession (CSTP). The peer assistance program will be provided non-permanent teachers through the BTSA program, augmented as necessary with funds from PAR. Peer assistance and review will be provided to permanent teachers who volunteer for assistance or who are referred to the program because of an unsatisfactory evaluation.

Between July 1, 1999 and June 30, 2000, the District shall notify the State Superintendent of Schools that it plans to implement the Peer Assistance and Review Program pursuant to ABX11 on July 1, 2000. The Parties shall implement PAR effective July 1, 2000 in accord with this article, using 1999-2000 as a planning year.

I. Definitions

A. Consulting Teacher (CT)

A consulting teacher is a permanent exemplary teacher who provides assistance and review to teachers participating in the program.

B. Participating Teachers

The four types of participating teachers are voluntary permanent, voluntary non-permanent, referred, and beginning.

1. Beginning Teacher (BT) – a non-permanent teacher with less than two full years of fully credentialed teaching experience within the past five years who is required or wishes to participate in the program.
2. Referred Teacher (RT) – the permanent teacher who is referred to the program because of an unsatisfactory evaluation.
3. Voluntary Permanent Teacher (VPT) – the permanent teacher who wishes to participate in the program.
4. Voluntary Non-Permanent Teacher (VNT) – a non-permanent teacher who does not qualify as a Beginning Teacher and desires to participate in the program.

II. Joint Committee

A. Composition and Selection

The Joint Committee (JC) shall consist of five (5) members. Three (3) members shall be certificated classroom teachers who shall be selected by the Association. Two members shall be administrators selected by the District. The Association and the District shall individually determine the method for selection, the qualifications, and the term of

its appointees, being mindful of the purpose of PAR and the value of continuity in administering PAR. To promote continuity, the parties shall consider 1) staggered terms so that no party's appointees are all new in any one school year and 2) retaining the same appointees for 2000-2001 school year as were appointed for the 1999-2000 planning year. In 1999-2000 only, to plan for PAR implementation on July 1, 2000, the JC shall be augmented by two (2) non-voting members, one (1) selected by the Association and one (1) by the District. The JC may call on additional resources as appropriate. It is the intent of the parties that all initial appointments to the JC (shall) be made by October 1, 1999 for the 1999-2000 planning year. The JC shall establish its operational procedures including the method for selection of a chairperson.

B. Meetings and Compensation

The JC shall establish its meeting schedule. To hold meetings four of five members must be present. Meetings may be held during the school day, with a grant of release time to teachers, or during non-school time. The SLTA representatives on the PAR Joint Committee will receive an annual \$1,500.00 stipend for carrying out their annual duties in each year for which the program is operational and funded.

Decision Making

The JC shall make decisions by consensus. If no consensus can be reached, the decision shall be made by a majority vote of the five members.

C. Responsibilities

The JC shall be responsible for the following:

1. Consulting Teachers (CT)
 - Selection of CTs. No applicant shall be selected without a classroom observation by the JC.
 - Provide for training of CTs.
 - Review/direct the CT's provision of services.
 - Review peer review reports prepared by the CT.
 - Evaluate the CT and may remove the CT. Reasons for removal may include the specific needs of the PAR program or inadequate performance of the CT. Removal shall be in the sole discretion of the JC prior to the effective date of such removal, the JC shall provide the CT with a written statement of the reasons for the removal and, upon request, meet with the CT to discuss the reasons.
2. Participating Permanent Teachers. The JC shall provide participating permanent teachers, voluntary or referred with a list of available CTs. The permanent teacher may indicate the CT

that he/she prefers but the JC shall not be bound by the preference. The JC shall notify the permanent teacher, his/her principal, and the CT in writing that the permanent teacher is participating in PAR and of the CT who has been appointed.

3. Cooperation Between Consulting Teacher and Principal. The JC shall expect and strongly encourage a cooperative relationship between the consulting teacher and the principal in the peer assistance and review process.
4. Recommendations to Board. The JC shall review peer review reports prepared by CTs and make recommendations to the Board regarding the referred teacher's progress in PAR, including but not limited to, identifying referred teachers who are not demonstrating satisfactory improvement after sustained assistance.
5. Annual Evaluation of Program. The JC shall evaluate annually the impact of PAR in order to improve PAR. The review and evaluation may include interviews or surveys of PAR participants, principals, and others as deemed appropriate. The JC shall submit this annual evaluation in writing, including any recommendations for improvement, to the Board and the Association. This submission shall be not later than May 30.
6. Annual Budget.
 - The JC shall annually submit a proposed budget to the superintendent.
 - The proposed budget shall be designed to carry out the provisions of this article and shall take into consideration:
 - a. The number of consulting teachers which will be required in the coming year in light of the projected level of participation in the program.
 - b. The cost of augmenting the BTSA program adequately to support beginning teachers.
 - c. The recommendations for improvement of PAR which were made in the annual report to the board, and
 - d. Other relevant factors.
 - The proposed budget shall not exceed the state funding allocation for the coming year as estimated by the District's chief financial officer.
 - This proposal shall be submitted at the time and in the form requested by the District.
 - The JC shall recommend to the superintendent that the Board authorize the necessary number of consulting teacher positions or any increase or decrease thereof, providing to the superintendent the rationale for the request.

- The Board shall consider the request promptly, normally in accord with a previously published calendar on budget review and position authorization.

7. Procedures. The JC shall adopt additional procedures for implementing the provisions of this Article. These procedures shall be consistent with the statutes. The provisions of this Article and this Collective Bargaining Agreement. If there is any inconsistency, the statutes, the provisions of this Article and this Collective Bargaining Agreement shall prevail.

D. Confidentiality

All materials related to evaluations, reports and other personnel matters regarding individuals which are created or reviewed by the JC shall be strictly confidential. Therefore, JC members may not disclose such information obtained by way of the Program or in the peer review process with the following exceptions:

1. The District may make use of the following documents regarding referred teachers: (a) final and intermittent peer review reports prepared by Consulting Teachers; (b) recommendations of the JC or CT regarding participants in the program; and (c) evaluations of a teacher's participation in the Program by the JC or CT.
2. Materials shall be disclosed in accord with law.

E. Indemnity

The District shall defend and indemnify JC members against claims arising out of their good faith performance of duties under this Article. JC members who act pursuant to the Program shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with section 810) of Title 1 of the Government Code.

F. Non-Management/Supervisory status.

Functions performed by teacher JC members pursuant to the Program shall not constitute either management or supervisory functions as defined by subdivisions (g) and (m) of section 3540.1 of the Government Code.

I. Participating Teachers.

A. Beginning Teachers (BT)

A Beginning Teacher is defined as a non-permanent unit member with less than two full years of fully credentialed teaching experience within the past five years. All Beginning Teachers shall be required to participate in PAR for at least two years or until they no longer meet the definition of Beginning Teacher. Unit members who continue to meet the definition of Beginning Teacher after two years may be required by the District to participate in PAR or may do so at their own request if they make the request by May 1 of the prior year. The PAR program for Beginning Teachers shall include the BTSA program. BTSA shall be supplemented with PAR funds as necessary to insure that Beginning Teachers who are not eligible for BTSA funding or do not wish to participate in BTSA are provided the support deemed appropriate by the JC. All support provided the Beginning Teacher shall be confidential in accord with BTSA program guidelines. The District shall provide the JC and BTSA with a list of all Beginning Teachers at the beginning of every school year, indicating the support program for which the Beginning Teacher is eligible, and shall supplement the list during the year as required.

B. Referred Teachers (RT)

Permanent unit members who have received an unsatisfactory evaluation shall be referred to the JC and required to participate in the PAR program as an intervention.

1. Referral. The administrator who authored the unsatisfactory evaluation shall refer the RT to the JC. The administrator shall provide the JC a copy of the unsatisfactory evaluation, together with appropriate supporting documentation. A copy of the referral packet shall be sent to the RT. The JC shall review the referral packet including the unsatisfactory evaluation and supporting documentation. It may also interview the referring administrator.
2. Meeting with Referred Teacher. The referred teacher shall meet with the JC. The JC shall explain the program and discuss with the teacher the issues which led to the referral as those issues, are noted in the evaluation. A teacher who has been referred to PAR may raise any questions or concerns which the teacher has regarding participation in the program at that time. Based on the needs of the teacher, the JC shall determine the nature of assistance which the CT shall provide.

C. Volunteer Teachers (VT)

1. Any permanent classroom teacher may volunteer to participate in the Program for the purpose of obtaining peer assistance to improve performance. For guaranteed participation in the program, the unit member must volunteer by May 1 of the prior school year. A volunteer may withdraw from the program at any time. When the volunteer applies to the program, he/she shall provide the program with an initial draft of the goals which he/she would like to accomplish by participation in PAR.
2. A non-permanent teacher who is not a beginning teacher may volunteer to participate in the program. Assistance shall be provided at the level deemed appropriate by the JC. Assistance shall not be guaranteed inasmuch as permanent teachers are the program's priority.
3. The CT shall maintain a log of assistance which shall not include any evaluative comments. A copy of this log shall be provided to the JC and the volunteer. It shall not be placed in the volunteer's personnel file unless the volunteer so requests.
4. All communications between the VT and the CT shall be confidential and shall not be shared without the written consent of the VT. The CT shall not, without the written consent of the VT, be called by the Association or District to testify, produce documents, or to participate in any way in any proceeding involving the teaching performance of the VT if the subject of the inquiry is the teaching performance of the VT during the period the CT assisted the VT as a voluntary participant in PAR.

II. Consulting Teachers.

A. Duties

Consulting Teachers shall participate in on-going training and provide assistance to Beginning Teachers. Referred Teachers and Volunteer Teachers pursuant to the Program.

B. Qualifications.

- A Consulting Teacher should be considered by colleagues to be a highly skilled practitioner.
- A consulting teacher shall possess the following qualifications:
 - (1) permanent status,
 - (2) at least four recent years of teaching experience,
 - (3) demonstrated exemplary teaching ability as defined by the CSTP and validated by satisfactory ratings on his/her last three evaluations,
 - (4) extensive knowledge of subject matter,

- (5) mastery of a range of teaching strategies, instructional techniques, and classroom management skills necessary to meet the diverse needs of students,
 - (6) ability to communicate effectively orally and in writing,
 - (7) ability to work cooperatively and effectively with others.
- A consulting teacher cannot be a member of the JC.

C. Posting and Application

There shall be a permanent posting for the position of consulting teacher at all sites and in the District office. Applications may be submitted at any time and will be kept on file to the end of the current school year. In addition to the application, applicants shall submit letters of recommendation from 1) his/her current or prior principal or immediate supervisor, 2) a union representative, and 3) two teachers at the applicant's site/program. The JC may interview any persons submitting a letter of recommendation. The JC may include additional procedures as it sees fit regarding the application process. After observing in the classroom of the applicant, the JC shall select the CT. All applications and references shall be treated with confidentiality. They shall not be placed in the CT's personnel file.

D. Term of Assignment

A Consulting Teacher shall be appointed for and agree to accept a three-year term, subject to annual renewal. A consulting teacher shall fill a classroom assignment for a minimum of one year before reapplying to be a consulting teacher for another three year term if the consulting teacher's out of class CT assignment was greater than half time. Each Consulting Teacher shall be provided reasonable release time from regular classroom duties on a full- or part-time basis, depending on need and funding for the Program.

E. Compensation

A CT shall receive his/her regular salary and benefits. A CT shall continue to accrue seniority as a regular certificated employee for the time served as a consulting teacher in the same manner and for the same purposes as if he/she had remained in a regular assignment. If a consulting teacher works beyond the regular teacher work year, he/she shall be compensated in accord with the collective bargaining agreement. If a consulting teacher continues to be a full time or part time classroom teacher, the Consulting teacher shall be paid a stipend in the amount of 4-14% of the salary schedule, cell C.12, prorated according to assignment. A change in this stipend shall be subject to bargaining.

Sideletter Peer Assistance and Review Program (2003-2004) Modification: During the 2003-2004 a reduction in funding occurred needing adjustments to guarantee that the Program does not encroach on the General Fund. The proposed budget submitted to the San Leandro Board of Education by the Joint Committee (JC) shall be balanced and not encroach on the General Fund. In 2003-2004 carryover funding from prior years will delay major program and other reductions until the 2004-2005 school year (assuming that funding remains greatly reduced).

For the 2003-2004 school year the annual stipend for the Association appointees to the JC shall be \$4,875. The parties agree to meet and negotiate the stipends for the 2004-2005 as soon as possible after the funding for the 2004-2005 school year is determined. It is intended that the 2004-2005 stipend will be agreed upon within 30 days of the State adoption of the 2004-2005 budget. The stipend for the Association appointees to the JC shall be established by written or verbal tentative agreement before the first JC meeting of the 2004-2005 school year. Due to the expected significant funding reduction for 2004-2005, the JC shall not meet until the new stipends are agreed upon between representatives of the Association and the District. Additionally, the Association and the District shall negotiate and establish the stipends for Support Providers and Site Coordinators. Subsequently, if the JC determines that the stipends are not consistent with the budget or otherwise unacceptable, it can make recommendations on changes to the Association and the District for reconsideration.

F. Return to Regular Assignment

While on assignment as a full time consulting teacher, the CT will be considered on leave to a categorical program from his/her regular position shall be subject to the return rights of a CT for a 2 year period and these return rights shall be noted if the position is posted. These return rights allow a CT to return to his/her previous position if the previous position is available. If the position still exists, it shall be considered available regardless of the status of the incumbent. Should the CT accept a 3rd year assignment out of the classroom, the CT forfeits the right to return to his/her previous position.

G. Caseload

The JC shall determine the caseload for a consulting teacher. The number is dependent on the amount of intervention time which the JC determines, in consultation with the CT, is necessary for each participating teacher. Consulting Teachers shall assist the teachers on their caseload by demonstrating, observing, coaching, conferencing, referring or by other activities, which, in their professional judgment, will assist the teacher in accord with the PAR process set out below in Section IV.

H. Indemnity

The District will defend and indemnify Consulting Teachers against claims arising out of their good faith performance of duties under this Article. Consulting Teachers who act pursuant to the Program shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with Section 810) of Title 1 of the Government Code.

I. Non-Management/supervisory status

Functions performed by a Consulting Teachers pursuant to the Program shall not constitute either management or supervisory functions as defined by subdivisions (g) and (m) of section 3540.1 of the Government Code.

III. Peer Assistance and Review Process for Permanent Teachers.

A. Preparation of Assistance Plan

As soon as possible after assignment, the Consulting Teacher shall review the referring packet for the RT/VT. Thereafter, the Consulting Teacher shall meet with the RT/VT and the site principal together or separately, as appropriate, to review the employee's performance and recommendations for improvement. The Consulting Teacher will then prepare a written Assistance Plan aimed at remedying the deficiencies which were cited in the RT's unsatisfactory evaluation or meeting the goals set forth in the VT's application. For the RT, it will include 1) performance goals which are aligned with pupil learning and consistent with Stull Bill criteria and CSTP and 2) a projected date for completion which will ordinarily be at the end of the current school year. The Plan will be submitted to the JC for final development and approval.

B. Classroom Observations

The Assistance Plan will include multiple observations of the RT/FT by the Consulting Teacher. These observations will be in addition to any that are performed as part of the evaluation Article in this agreement.

C. Progress Reports

The Consulting Teacher will prepare and discuss with the JC periodic (at least every three months) reports of the RT's/VT's participation in the program and progress. The Consulting Teacher's report shall include an assessment as to whether the Assistance Plan can be discontinued, whether the Plan needs revision, or whether the Plan needs to be extended beyond its original projected term. For purposes of the VT these reports shall be limited to the assistance log referred to in II.C. above.

D. Final Report

By May 1, or at a later date if specified in the Assistance Plan, the Consulting Teacher shall make a final report to the RT/VT, and, for RTs to the JC and the evaluator. A copy of the final report shall be included in the RT's-personnel file after he or she has had an opportunity to review and comment on it. The Final Report shall not constitute the District's evaluation of the employee's performance but, in the case of a RT, shall (and, in the case of a VT, may at his or her request) be considered by the site administrator in preparing any evaluation document or proposing any personnel action.

IV. Miscellaneous.

- A. This article shall not be grievable. Any claims that the article has not been properly implemented shall be presented in writing to the JC, with a copy to the District and the Association. The JC may review the complaint and forward to the District and Association its recommendation regarding implementation. Each year until 2002-2003 this article shall be automatically reopened for negotiations. Additionally due to the newness of the PEER Assistance and Review Program either the District or the Association may reopen any provision of this Article at any time prior to the beginning of the 2002-2003 school year for immediate negotiations.
- B. Expenditures made for this program shall not exceed the revenues received under AB IX and, where applicable, BTSA.
- C. At the conclusion of the 2000-2001 fiscal year, if revenue exceeds the expenditures of this program, the parties shall meet to consider the matter and shall recommend the allocation of the surplus.
- D. Nothing herein shall modify or in any manner affect the right of the District under provisions of the Education Code relating to the employment, classification, retention or non-reelection of certificated employees.
- E. Return to Regular Assignment
While on assignment as a fulltime consulting teacher, the CT will be considered on leave to a categorical program from his/her regular position shall be subject to the return rights of a CT for a 2-year period and these return rights shall be noted if the position is posted. These return rights allow a CT to return to his/her previous position if the previous position is available. If the position still exists, it shall be considered available regardless of the status of the incumbent. Should the CT accept a 3rd year assignment out of the classroom, the CT's right to return to his/her previous position shall be governed by the transfer process in Article XI of the Negotiated Agreement. (1/01)

SIDELETTER (Article XV, Section 21)
APPENDIX M – RETIRED CERTIFICATED PERSONNEL HEALTH INSURANCE

The parties to this Collective Bargaining Agreement reaffirm the Collective Bargaining Agreement provisions in effect at the time of retirement for qualifying bargaining unit members governing their potential eligibility for a special Retired Certificated Personnel Health Insurance benefit. It is recognized that this benefit was first developed and incorporated into the Collective Bargaining Agreement many years ago when the potential eligibility for Medicare and/or Medical benefits did not exist or was very restrictive. This benefit was substantially altered for qualifying bargaining unit members retired on or after July 1, 1984, and is not available for members hired on or after July 1, 1984. The purpose of this Side Letter is to explain and clarify the funding formula contained in the Collective Bargaining Agreement. If a conflict develops between the language of the Agreement and the Side Letter, the Collective Bargaining Agreement provisions shall prevail. This Side Letter is not intended to add to or subtract from, the benefits and qualifications set forth in the Agreement, nor does it constitute a renegotiation of such provisions. The Side Letter's sole purpose is to put into everyday language what is otherwise a potentially complex funding formula.

A. Retired Certificated Personnel Eligibility Requirements and Benefits

1. Three groups of retirees are recognized concerning this special benefit.
 - a. Group One consists of qualified and participating pre July 1, 1984 retirees. As of January 1, 2004, 73 such individuals have been recognized as participating in Group One.
 - b. Group Two consists of qualified post-July 1, 1984 retirees who were hired prior to July 1, 1984 and meet the requirements set forth in the Agreement. These requirements include retiring from the District at age 55 and having twenty (20) consecutive years of service in the District or the sum of any age above 55 years of age and consecutive years of service in the District which equals 75. A Board approved leave shall qualify as service for the purpose of eligibility for this benefit. Employees 50 years old or above who qualify for disability retirement and otherwise meet the requirements (except age) shall be eligible for this benefit. Qualified members who retired from the District and who have maintained health/dental coverage through a spouse continuing to work in the District, shall have the right to return to this program once his/her spouse retires, dies and/or leaves the District subject to carrier requirements. As of January 1, 2004, 146 such individuals have been recognized as participating in Group Two.
 - c. Group Three consists of retirees who do not meet the above criteria for Group One or Two including all of those hired on or after July 1, 1984. The vast majority of current bargaining unit

members will upon retirement join Group Three since only approximately 16 such employees remained in the District as of January 1, 2004 qualify for Group Two.

2. Special Benefits Received As Retired Certificated Personnel Health Insurance
 - a. Group One retirees receive benefits as provided by a 1985 court settlement interpreting the Collective Bargaining Agreement provisions in effect at the time of their retirement. The cost of maintaining these benefits is not intended to encroach upon the monies set aside for Group Two retirees. As of July 1, 1984 the estimated cost of such Group One benefits was \$108,000 covering 92.5 full-time participants. The average premium cost per participant was approximately \$1,167.00. Group One retirees do not receive benefits under Article XV, Section 21, as it was in effect at the time of the 1985 court settlement.
 - b. Group Two retirees are the only Group to receive benefits as a result of Article XV, Section 21, as it was in effect at the time of each individual's retirement. Under this Section the District will pay the employee only health premium in effect at the time of the retirement. Benefits under this provision must be integrated with Medicate and Medi-Cal benefits.
 - c. Group Three retirees will receive no benefits under the Section.
3. Special Benefits Received By Group Two Are Available Up To the District Funds Provided Under The Collective Bargaining Agreement Formula Explained Below.
 - a. Step One: District provided funds available for Group Two benefits are annually \$235,000 minus a portion of the health insurance premium paid on behalf of Group One retirees actually receiving benefits. This portion was fixed at the health insurance premium paid by the District for Group One retirees for 1984-85, estimated at \$1,167 per retiree (or \$108,000 for all 1984-85 Group One retirees). Freezing this amount guaranteed that rising insurance costs for Group One would not eliminate or reduce the funds negotiated for Group Two. Since Group One retirees could not increase in number and would gradually decline, eventually the entire \$235,000 would go to Group Two for health premium payments. \$1,167 is the fixed premium payment attributed to each Group One retiree in any given year. This sum is multiplied times the number of retirees actually receiving benefits. The Group One amount is then subtracted from the \$235,000 fund available for Group Two retirees. In this manner more funds gradually become available for Group Two retirees as Group One retirees decline in number. As of July 1,

2003, 73 Group One retirees (out of an original group of 92.5 FTE retirees) claimed benefits resulting in \$85,192 (rounded to \$85,200) being subtracted from the \$235,000 available funds, leaving a balance of \$149,800.

- b. Step Two: The actual cost of employee only health benefit premiums for Group Two retirees is obtained from the District. The available funds from Step One are then applied to the actual cost. If the available funds are sufficient, then the employee only health premiums for Group Two retirees is entirely paid by the District. If this occurs, Step Two ends the calculation. However, if these funds are not sufficient, then Group Two retirees will be called upon to make a portion of the payment. Prior to July 1, 2003 it appears that the fund was sufficient. However as of July 1, 2003 the actual premium for 146 Group Two retirees was \$254,197. This was \$104,397 greater than the available funds (\$254,197 minus \$149,800 from Step One), and triggered for the first time the requirement of individual Group Two retiree contributions.
 - c. Step Three: If the costs in Step Two are greater than the funds available through Step One, then the Step Three allocation processes is necessary. Under the Collective Bargaining Agreement it was agreed that the Group Two retirees would not have to bare the full amount of any uncovered health premium costs. It was agreed that a pro-rata amount would be determined based on the combined number of retirees receiving benefits (Group One plus Group Two). This combined number of retirees was then divided into the uncovered health premium costs to determine the pro-rata amount for each retiree. For Group One retirees the District pays their pro-rata share of the cost because of the court settlement and the benefits available under the Collective Bargaining Agreement when members of this Group retired, and government programs were generally not available. For Group Two the retirees are required to pay the pro-rata amounts as it exceeds the contractually negotiated available funds. As of July 1, 2003 the total retirees in Group One and Group Two are 219 (73 plus 146). The uncovered cost is \$104,397 divided by 219). This is the critical number for which the Group Two retirees are individually responsible. This represents a cost of approximately \$40 per month. Again, the Group One retirees remain covered by the District as provided by the Collective Bargaining Agreement in effect at the time of their settlement.
4. Future Benefits Available to Group Two Retirees From the Fund And The Likelihood That Individuals Contributions Will Be Required.

- a. The above calculation (Steps One through Three) will be required twice a year. The first calculation will be as of July 1 when the number of new retirees is added to Group Two. A substantial number were added in July 1, 2003. It is estimated 16 eligible bargaining unit members remain within the District. The second calculation will be as of January 1 when the new health insurance premium is determined. It is expected that this cost will continue to increase along with health insurance costs generally.
- b. The initial calculations are performed by the District and reviewed by the Association. Following this review, impacted retirees in Group Two will be notified of required individual contributions.
- c. The District and the Association recognize the great difficulty added costs place on retirees. Alternatives are being explored that might allow some participants to receive a lump sum payment buying out this contractual benefit. If the eligible Group Two retiree has access to other health insurance coverage, this could be a net gain for the retiree and for the remaining eligible retirees in Group Two. On the other hand the District and the Association recognize that extreme financial demands exist for the available General Fund resources, and the District cannot fund supplemental health insurance coverage beyond what was contractually negotiated and in place at the time of retirement.

SIDELETTER
APPENDIX N – 2005-06 ALLOCATION OF ELD SPECIALIST/COACHES

The ELD Specialists/Coaches will be allocated to each site based on a formula which uses the number of English Learners (ELL's) at each site based on data from the most recent R30 as the primary factor. Consideration will be given to other relevant factors that may occur, such as funding, staffing requests, and special site needs. Annually, during the planning process for the following year, the Administrator in charge of English Language Learners and a representative designated by the SLTA President will collaborate to review and update the optimal FTE allocation for each site.

SIDELETTER
APPENDIX O – SAIT SCHOOLS

- A. Unit members at SAIT Schools within the District will be required to participate in various activities and training programs. In general such additional services will be compensated at the District current contractual hourly rate. However, time that would be normally required of a unit member and is compensated through the regular annual salary shall not be eligible for additional compensation. In applying the District's hourly rate to these additional services, the following guidelines shall apply:
1. Required time spent at workshops or trainings after and beyond the regular school day shall be eligible for such additional compensation.
 2. Traveling time required to and from one's work site to a SAIT workshop or training beyond the regular school day shall be eligible for such additional compensation. In the event the unit member goes directly to and from such workshop or training without going to one's work site, the additional time will be measured from and to the work site or from and to one's residence whichever is shorter. If this required time is beyond the regular work day, it also shall be eligible for such additional compensation. If two or more locations are available, travel time will be measured from the closest location available for selection by the unit member.
 3. When a substitute lesson plan is required the actual time spent over and beyond the regular school day shall be eligible for such additional compensation provided it does not exceed 1.2 hours per day that a substitute is present.
 4. Attendance at workshops or training sessions on weekends or during summer vacation days shall be compensated for at the rate of eight (8) hours times the current contractual hourly rate. This amount of time is intended to include all homework requirements.
 5. Unit members who serve on the SAIT District Site Liaison Team will be compensated at the current contractual hourly rate for meeting time and actual preparation time not to exceed one hour for every two hours of meeting time. Traveling time to and from meeting outside the regular school day will be included for compensation using the same methodology as is described above for workshops and trainings. If the meeting occurs at the unit member's normal work site, no additional travel time shall apply.
 6. Unit members participating in SAIT Team meetings, workshops or trainings shall be eligible for mileage reimbursement pursuant to current District policy.

7. The provisions of this Side Letter on compensation shall be retroactive to August, 2004, provided adequate SAIT categorical funds are received and available during the 2004-2005 School Year.
- B. It is recognized that SAIT activities and requirements place additional demands on unit member. Accordingly certain scheduling and service adjustments will be made, including:
1. Service on District committees is required or necessary pursuant to many different District program. However, to the extent that those commitments can be maintained and significant additional duties are being required of a unit member due to SAIT, this shall be taken into consideration in attempting to reduce District committee assignments. However, nothing shall prevent a unit member from volunteering for District committee assignments.
 2. Monday staff meetings are decreased in length by forty (40) minutes a months, providing for an increase in the Wednesday common planning time. This arrangement shall remain in effect during the period of the SAIT program or until otherwise changed by agreement of the site unit members and site administration.
- C. The SAIT Program mandates that all certificated staff participate in extra meetings, trainings, curricular changes, common planning time, additional parent contacts and revised work schedules as determined by the SAIT Plan. Consequently, required participation by Bargaining Unit Members in district-wide professional development training will be waived until the SAIT sanctions are removed unless such training is legally or contractually mandated.

SIDELETTER
APPENDIX P – SCHOOL NURSING: EFFECT OF FTE REDUCTION

The .2 reduction in Nursing FTE's will involve a proportional reduction in services provided by nurses within their contractual work day. The nurses will not be adversely evaluated for being unable to provide the same level of services as in 2003-2004. To avoid future disagreement, the District agrees to reopen negotiations on the effects of further program reductions or elimination should such action be taken by the Board of Education for the 2005-2006 school year or beyond.

**SIDELETTER
APPENDIX Q – GRADE SPAN ADJUSTMENT (GSA)**

**Side Letter of Agreement Between
San Leandro Unified School District (SLUSD)
And the
San Leandro Teachers Association

Grade Span Adjustment (GSA)**

Background

As a condition of receiving the K–3 Grade Span Adjustment (GSA) under the Local Control Funding Formula (LCFF), which is equal to 10.4% of the K-3 base grant (and impacts the supplemental and concentration grant amounts), and pursuant to Education Code Section 42238.02, school districts must meet one of the following conditions:

- If a school site’s average K–3 class enrollment was more than 24 students in the 2012-13 fiscal year, make progress toward maintaining, at that school site, an average K–3 class enrollment of not more than 24 students. (Kindergarten includes transitional kindergarten)
- If a school site’s average K–3 class enrollment was 24 students or less in the 2012-13 fiscal year, maintain, at that school site, an average K–3 class enrollment of not more than 24 students.
- Agree to a collectively bargained alternative to the statutory K–3 GSA

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

2. Exceeding 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 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.

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 the maximums per this Side Letter Agreement, 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 may make a temporary placement in that class, not to exceed five (5) school days, while securing a permanent class placement elsewhere.

General Provisions

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.

It is understood that the enforcement of the provisions of this Memorandum of Understanding will be subject to all levels of Article 5 of the CBA. To the extent that the specific terms and conditions of this Memorandum of Understanding conflicts with any provisions of the Collective Bargaining Agreement between the parties in effect as the date hereof, the agreements set forth in this Side Letter Agreement shall control. Nothing in this agreement precludes the parties from negotiating lower class sizes.

The term of this agreement shall be effective July 1, 2014, for a term of three years unless extended by written agreement of SLTA and the District.

X 
Jon Sherr
President, SLTA

X Roxanna MueB 3/18/15

SLUSD

**SIDELETTER
APPENDIX R – DENTAL BENEFITS**

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

March 18, 2015

Dental Benefits

The San Leandro Unified School District (SLUSD) and the San Leandro Teachers Association (SLTA) agree to the following provisions for unit member dental benefits.

SLUSD makes dental insurance available to unit members through Delta Dental. SLTA and SLUSD have agreed that participation in dental coverage is mandatory, and SLUSD will cover the cost of the base plan for dental coverage. Unit members may elect to have additional dental coverage. Any additional costs or out of pocket costs are borne by the unit member, less the cost of the base plan.

This side letter shall be incorporated into the SLUSD/SLTA Collective Bargaining Agreement during the next round of negotiations.

X 

Jon Sherr
President, SLTA

X  3/18/15

SLUSD

**MEMORANDUM OF UNDERSTANDING
APPENDIX S – UNFAIR PRACTICE**

MEMORANDUM OF UNDERSTANDING

This MOU will constitute a settlement of Unfair Practice Charge No. SF-CE-2699 which alleged that the San Leandro Unified School District violated EERA by refusing to allow SLTA access to the District's email system for the purpose of communicating with unit members about SLTA business. The District disputes the merits of this charge and has agreed to negotiate concerning reasonable regulation of access.

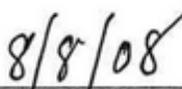
The parties have negotiated and the following are the terms mutually agreed to.

1. SLTA shall have access to the District email system for the purposes of all lawful union communications, subject to the District's Employee Use of Technology Policy and lawful school board policy. The Employee Use of Technology Policy will be amended to clarify that acceptable use of email will include SLTA's use to communicate to bargaining unit members concerning lawful union business, subject to lawful school board policy.
2. SLTA will inform bargaining unit members that they should limit their access to SLTA email to non-duty teaching time.
3. The District will establish a separate email account for SLTA's use and to establish reasonable sub-groups at SLTA's request. SLTA's use shall be limited to officers that it designates as authorized originators of messages.
4. SLTA agrees that it will not interfere with the regular business use of the system by limiting attachments to emails to less than one (1) megabyte.
5. In negotiations for a successor agreement the parties agree to incorporate the terms of this MOU into the collective bargaining agreement.

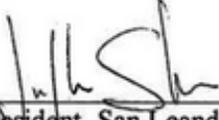
Upon execution of this MOU, the SLTA will withdraw Unfair Practice Charge SF-CE-2699-E with prejudice.



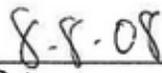
Superintendent, San Leandro USD



Date



President, San Leandro Teachers Assn.



Date

**MEMORANDUM OF UNDERSTANDING
APPENDIX T – MEDICARE ASSISTANCE AIDE (MMA)**

Memorandum of Understanding
between the San Leandro Unified School District and the San
Leandro Teachers Association

April 27, 2009

The San Leandro Unified School District (SLUSD) and the San Leandro Teachers Association (STLA) enter into the following Memorandum of Understanding regarding Medicare Assistance Aide (MAA), Collection of Information and Distribution of Receipts:

The Parties agree to the following:

- This MOU shall be for the 2007-08, 2008-09 school years and as long as this program is in existence in its present form.
- The generation of additional revenue for District programs is in the best interests of both parties.
- Appropriate unit members shall be encouraged to participate in completion of the MAA Survey.
- Monies generated shall be divided as follows:
 - ✓ Cost for third party administration shall be taken first.
 - ✓ Remaining funds shall be divided 50/50 between the SLUSD and accounts for participating unit members to use for their programs.
 - ✓ Monies distributed to accounts for unit members shall be used for those programs directly related to the work of each unit member. Unit members shall have reasonable use of said monies. Supervising managers shall have final approval. Approval shall not be withheld for arbitrary or capricious reasons.
- If a unit member participating in the MAA data collection leaves his/her position in SLUSD in which the funds are generated and before the funds are distributed, the funds shall remain at the site in the department/grade level in which the funds were originally generated.
- The funds shall follow the unit member participating in the MAA data collection, should said unit member move to another position within San Leandro USD.
- If at any point members from another bargaining unit who participate in the MAA data collection receive a higher distribution percentage than 50/50, this percentage shall be received by SLTA unit members who participate in the MAA data collection program.


Anita Waldron (Date)
Lead Negotiator
San Leandro Teachers Association


Mike Potmesil (Date)
Asst. Superintendent, Human Resources
San Leandro Unified School District

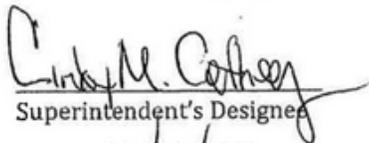
MEMORANDUM OF UNDERSTANDING
APPENDIX U – JEFFERSON ELEMENTARY SCHOOL MODIFIED
INSTRUCTIONAL SCHEDULE

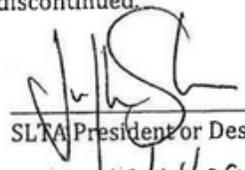
Memorandum of Understanding

Jefferson Elementary School Modified Instructional Schedule for Grades First - Third

Jefferson Elementary School seeks to implement a modified instructional schedule for students in grade 1-3 for the 2009-2010 school year which will allow the school to program extended learning time for students identified as needing academic intervention. In order to implement the program, the following items have been agreed to through the Restructuring Committee.

1. Reschedule the school day for first, second, and third grade students
 - a. All 1st – 3rd grade students begin their school day at 8:10 a.m
 - b. General dismissal for students at benchmark or above will be 2:05 (M, Tu, Th, F)
 - c. Extended day intervention for targeted students will be from 2:15 to 3p.m.
 - d. Afternoon recess will be for 10 minutes from 2:05 to 2:15
 - e. There will be no change to the Early release Wednesday schedule
2. No additional funding required to implement this schedule change.
3. Length of the Agreement
 - a. This MOU will be in effect for one school year (2009-2010)
 - b. The restructuring Committee will reconvene no later than Mid-April to review this MOU for the purpose of extending, modifying, or discontinuing this agreement
 - c. If, at the end of this year, either party (Superintendent's designee or SLTA President designee), decided that they do not want to continue this program, the program model will be discontinued.


Superintendent's Designee
Date: 10/14/09

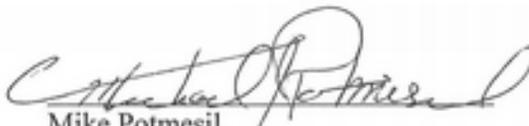

SLTA President or Designee
Date: 10/14/09

**MEMORANDUM OF UNDERSTANDING
APPENDIX V – NINTH GRADE FRED KOREMATSU CAMPUS**

**Memorandum of Understanding between
San Leandro Unified School District
and
San Leandro Teachers Association
April 26, 2010**

Ninth Grade Fred Korematsu Campus

- 1) Those bargaining unit members required to move to the ninth grade campus will be compensated according to Article 11 F, section 6 for the move.
- 2) Bargaining unit members who work at the ninth grade campus will have preferential parking in the south parking lot. These parking spots will be designated for "ninth grade staff only."
- 3) The filling of positions at the ninth grade campus will be considered a transfer under Article XI E, section 2. The procedures of this section shall be followed to fill positions at the ninth grade campus. Any members being administratively transferred under this section shall be initially notified by May 31 of each school year. It is recognized that, due to student progress, master programming may result in reassignment of bargaining unit members after the above date.
- 4) Required traveling during the school day between campuses by bargaining unit members will be limited to their scheduled preparation time and/or lunch. Those bargaining unit members required to teach at both campuses shall be compensated with a stipend of \$1750 to account for the loss of preparation or lunch.
- 5) If any bargaining unit member is required to travel between campuses twice during the school day, they shall receive a double stipend.


Mike Potmesil
Asst. Supt., Human Resources
San Leandro Unified School District


Anita Waldron
Lead Negotiator
San Leandro Teachers Association

4/26/10
Date

4/26/2010
Date

**MEMORANDUM OF UNDERSTANDING
APPENDIX W – CHANGING PERIOD LABELING FROM 0-6 TO 1-7**

Memorandum of Understanding between
San Leandro Unified School District
and
San Leandro Teachers Association
August 2, 2010

Changing the period labeling from 0-6 to 1-7

1. Hours of employment will remain consistent with Article VII A of the contract. Teachers whose workday begins at 7 am will end by 2 pm.
2. Full-time teachers will teach 5 periods each day.
3. Teachers shall be assigned to teach period 1 (formally 0 period) only by mutual consent between teacher and principal. The agreement between both parties will be made on an annual basis.
4. Collaboration time will be held on Wednesday mornings from 8:10-9:10 am. (see attached bell schedule).
5. Content of collaboration time will be determined as stated in article VII C under the SLTA contract for elementary and middle schools.
6. The regular work day is periods 2-7; teachers teach 5 periods with one period of preparation.
7. No language in the contract is changed by this MOU.
8. This agreement will sunset June 17, 2011. The parties agree to meet by April 1 to review the agreement.
9. Part-time teachers will attend collaboration meetings in proportion to their part-time status. Teachers teaching 40% will attend 13 of the 33 Professional Collaboration Time (PCT) meetings, teachers teaching 60% will attend 20 of the 33 PCT meetings, teachers teaching 80% will attend 26 of the 33 PCT meetings.


San Leandro Teachers Association 8/25/10
Date


San Leandro Unified School District 8/25/10
Date

MEMORANDUM OF UNDERSTANDING
APPENDIX X – CLASSROOM PACKING DUE TO SUMMER CONSTRUCTION

MEMORANDUM OF UNDERSTANDING
between the
SAN LEANDRO UNIFIED SCHOOL DISTRICT
and the
SAN LEANDRO TEACHERS' ASSOCIATION

June 26, 2013

Classroom Packing due to Summer Construction

The San Leandro Unified School District (District) and the San Leandro Teachers' Association (SLTA) enter into this Memorandum of Understanding (MOU) to assist teachers in connection with classroom packing necessitated by summer construction occurring June – August 2013. This MOU shall be non-precedential and shall expire on August 30, 2013.

The parties agree as follows:

1. This MOU shall be non-precedential and shall not evidence any binding practice with respect to any other present or future event.
2. Any compensation received by teachers related to this MOU shall be paid from bond monies subject to guidelines provided to the District by legal counsel.
3. Teachers will be compensated for actual time spent packing their classrooms in June 2013 and unpacking classrooms not later than August 2013, for up to eighteen (18) hours total.
4. Paragraph 3 above applies to full-time teachers assigned to regular classroom teaching assignments who are required by the site supervisor, in advance and in writing, to pack their classroom(s) due to summer construction needs occurring June – August 2013, with the following exceptions:
 - A. Non-classroom teachers shall be entitled up to eight (8) hours total.
 - B. Teachers in job share assignments shall split between them up to eighteen (18) hours total.Other than what is noted, all other provisions of this MOU apply to unit members referenced in A and B above.
5. Compensation for this time will be at the hourly rate of pay (\$27.50).
6. Teachers will track their hours and submit a timecard for hours worked up to the maximum hours described in paragraph 3.
7. A site administrator and teacher must verify that all packing requirements, as specified in the Summary of Packing and Moving Instructions for Teachers document (delivered to teachers at affected sites), have been met prior to signing and submitting these timecards to the District Office for payment.

Page 1 of 2

FOR THE DISTRICT:

BY:  _____

DATE: 6/26/13

FOR SLTA:

BY:  _____

DATE: 6/26/13

Page 2 of 2

**MEMORANDUM OF UNDERSTANDING
APPENDIX Y – INCOMPLETE EVALUATIONS**

MEMORANDUM OF UNDERSTANDING
between the
SAN LEANDRO UNIFIED SCHOOL DISTRICT
and the
SAN LEANDRO TEACHERS' ASSOCIATION

June 22, 2014

Incomplete Evaluations for Permanent Certificated Unit Members

The San Leandro Unified School District (District) and the San Leandro Teachers' Association (SLTA) enter into this Memorandum of Understanding (MOU) to address situations when a permanent certificated unit member's ("evaluatee") evaluation cycle is not completed per the guidelines and procedures described in the Agreement between the District and SLTA.

The parties agree to the following:

1. Education Code section 44664 provides that evaluation and assessment of the performance of each certificated employee shall be made on a continuing basis, specifically, "at least every other year for personnel with permanent status."
2. If during the evaluation cycle year the evaluator has completed at least one satisfactory observation of the permanent evaluatee, but fails to complete the remainder of the evaluation process on the appropriate timeline, the affected evaluatee and evaluator may agree to an abbreviated evaluation process and to utilize the satisfactory observation as the basis for a satisfactory evaluation for the year in question.
3. If the evaluator and evaluatee agree to the abbreviated evaluation process described above, then the evaluatee would remain on his/her established biannual cycle.
4. Evaluatees opting for an abbreviated evaluation shall remain eligible to be placed on the five year evaluation cycle if all other criteria for that placement are met.
5. If the evaluatee has not received at least one satisfactory observation during the evaluation cycle year, then the evaluatee will be placed back on the evaluation cycle for the following school year.
6. If the evaluator is unable to complete the evaluation process because he/she is no longer at the site or department due to reasons such as medical leave, resignation, or transfer from site or department, then the district will work with the SLTA to assign affected evaluatees to another administrator.
7. If the evaluation process cannot be completed for reasons caused by the evaluatee, including those set forth in Article XII, section G.4.d., then the evaluatee shall be placed on the evaluation cycle for the following school year.

FOR THE DISTRICT:

BY: _____

DATE: _____

7/22/14

FOR SLTA:

BY: _____

DATE: _____

7/22/14

APPENDIX Z – SAFETY

California Education Code Chapter 6. Pupil Rights and Responsibilities Article 1. Suspension or Expulsion Section 48900

48900.

A pupil shall not be suspended from school or recommended for expulsion, unless the superintendent of the school district or the principal of the school in which the pupil is enrolled determines that the pupil has committed an act as defined pursuant to any of subdivisions (a) to (r), inclusive:

- (a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person.
- (2) Willfully used force or violence upon the person of another, except in self-defense.
- (b) Possessed, sold, or otherwise furnished a firearm, knife, explosive, or other dangerous object, unless, in the case of possession of an object of this type, the pupil had obtained written permission to possess the item from a certificated school employee, which is concurred in by the principal or the designee of the principal.
- (c) Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of, a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind.
- (d) Unlawfully offered, arranged, or negotiated to sell a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind, and either sold, delivered, or otherwise furnished to a person another liquid, substance, or material and represented the liquid, substance, or material as a controlled substance, alcoholic beverage, or intoxicant.
- (e) Committed or attempted to commit robbery or extortion.
- (f) Caused or attempted to cause damage to school property or private property.
- (g) Stole or attempted to steal school property or private property.
- (h) Possessed or used tobacco, or products containing tobacco or nicotine products, including, but not limited to, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel. However, this section does not prohibit the use or possession by a pupil of his or her own prescription products.
- (i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- (j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell drug paraphernalia, as defined in Section 11014.5 of the Health and Safety Code.
- (k) (1) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, school officials, or other school personnel engaged in the performance of their duties.
- (2) Except as provided in Section 48910, a pupil enrolled in kindergarten or any of grades 1 to 3, inclusive, shall not be suspended for any of the acts enumerated in this subdivision, and this subdivision shall not constitute grounds for a pupil enrolled in kindergarten or any of grades 1 to 12, inclusive, to be recommended for expulsion. This paragraph shall become inoperative on July 1, 2018, unless a later enacted statute that becomes operative before July 1, 2018, deletes or extends that date.
- (l) Knowingly received stolen school property or private property.
- (m) Possessed an imitation firearm. As used in this section, “imitation firearm” means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- (n) Committed or attempted to commit a sexual assault as defined in Section 261, 266c, 286, 288, 288a, or 289 of the Penal Code or committed a sexual battery as defined in Section 243.4 of the Penal Code.

(o) Harassed, threatened, or intimidated a pupil who is a complaining witness or a witness in a school disciplinary proceeding for purposes of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both.

(p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.

(q) Engaged in, or attempted to engage in, hazing. For purposes of this subdivision, "hazing" means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, that is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this subdivision, "hazing" does not include athletic events or school-sanctioned events.

(r) Engaged in an act of bullying. For purposes of this subdivision, the following terms have the following meanings:

(1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils as defined in Section 48900.2, 48900.3, or 48900.4, directed toward one or more pupils that has or can be reasonably predicted to have the effect of one or more of the following:

(A) Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupils' person or property.

(B) Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.

(C) Causing a reasonable pupil to experience substantial interference with his or her academic performance.

(D) Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school.

(2) (A) "Electronic act" means the creation or transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

(i) A message, text, sound, or image.

(ii) A post on a social network Internet Web site, including, but not limited to:

(I) Posting to or creating a burn page. "Burn page" means an Internet Web site created for the purpose of having one or more of the effects listed in paragraph (1).

(II) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in paragraph (1). "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.

(III) Creating a false profile for the purpose of having one or more of the effects listed in paragraph (1). "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

(B) Notwithstanding paragraph (1) and subparagraph (A), an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

(3) "Reasonable pupil" means a pupil, including, but not limited to, an exceptional needs pupil, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs.

(s) A pupil shall not be suspended or expelled for any of the acts enumerated in this section unless the act is related to a school activity or school attendance occurring within a school under the jurisdiction of the superintendent of the school district or principal or occurring within any other school district. A pupil may be suspended or expelled for

acts that are enumerated in this section and related to a school activity or school attendance that occur at any time, including, but not limited to, any of the following:

(1) While on school grounds.

(2) While going to or coming from school.

(3) During the lunch period whether on or off the campus.

(4) During, or while going to or coming from, a school-sponsored activity.

(t) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, pursuant to this section, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (a).

(u) As used in this section, "school property" includes, but is not limited to, electronic files and databases.

(v) For a pupil subject to discipline under this section, a superintendent of the school district or principal may use his or her discretion to provide alternatives to suspension or expulsion that are age appropriate and designed to address and correct the pupil's specific misbehavior as specified in Section 48900.5.

(w) It is the intent of the Legislature that alternatives to suspension or expulsion be imposed against a pupil who is truant, tardy, or otherwise absent from school activities.

(Amended (as amended by Stats. 2014, Ch. 660, Sec. 1) by Stats. 2015, Ch. 87, Sec. 1. Effective January 1, 2016.)

**MEMORANDUM OF UNDERSTANDING
APPENDIX AA – STAFF ORIENTATION/ONBOARDING**

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
SAN LEANDRO TEACHERS' ASSOCIATION
AND THE
SAN LEANDRO UNIFIED SCHOOL DISTRICT

Staff Orientation/Onboarding

This Memorandum of Understanding (MOU) is entered between the San Leandro Teachers' Association and the San Leandro Unified School District for outlining the process to be used for Certificated Orientation/Onboarding of new employees.

The MOU will become effective immediately in the 2017-2018 school year.

The current Collective Bargaining Agreement (CBA) between the parties remains in effect, with addition of the MOU to be enforced for the duration of the contract.

Effective this year, the following process will be used for certificated orientation/onboarding during the school year.

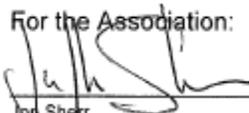
Assembly Bill 119 defines a new employee orientation broadly as "the onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters." (Cal. Gov't Code 3555(b)(3)). The statute's reference to "a newly hired public employee" indicates that the onboarding process for even a single new employee constitutes a "new employee orientation" within the meaning of the statute.

The parties agree to the following process for certificated staff orientation/onboarding:

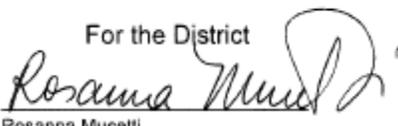
1. In keeping with the current practice, the District shall hold a new teacher orientation prior to the beginning of each school year. The District shall notify the SLTA President at least ten (10) days in advance via email of all new employee orientations.
2. SLTA shall have access to meet with certificated staff at the District's certificated orientation/onboarding at the beginning of the school year and any other scheduled orientation/onboarding with staff.
3. For unit members hired after the beginning of the school year, the District will plan a orientation within thirty (30) school days of a unit member beginning work in the District. These orientations will be referred to as "monthly orientations" for purpose of this MOU but will only be held if new unit members have been hired.
4. SLTA will be provided with a maximum of sixty (60) minutes with the newly onboarded members during the orientation.
5. New employees including temporary, permanent, full-time, part-time, and seasonal workers as long as they are still employed during the orientation shall be made mandatory to attend and paid the negotiated hourly rate for SLTA members, for the duration of these required orientation/onboarding meetings when occurring outside the contract year and/or day.

6. Union literature and/or membership forms and dues deduction will be provided.
7. SLTA is entitled to invite California Teachers Association (CTA) endorsed vendors and CTA staff to the SLTA portion of new bargaining unit member orientations/onboarding meetings and will have access to District audio visual equipment for Association presentations.
8. Chapter leaders shall be provided with District-paid release time to attend the orientation/onboarding if any orientation/onboarding meeting is held during contractual work hours.
9. SLTA Leadership shall be provided *sixty (60) minutes* of uninterrupted time to communicate with bargaining unit members at all new bargaining unit member orientations/onboarding meetings. Such time will not be provided at the end of a meeting day unless SLTA requests to be placed at the end of the agenda. District Administration will excuse themselves during Association time.
10. During the school year, the District shall provide SLTA with the name, job title, site or department, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with the District and home of newly hired employees within thirty (30) days of hire or by the first pay period of the month following hire.
11. Every 120 days the District shall provide the SLTA President information for *all* members of the bargaining unit in digital Excel format (or current district program) the information listed above in number 9 of this MOU and in addition to listing of any Unit Member on Leave of Absence and indication of whether the District is deducting dues for membership.
12. The parties acknowledge that orientations/onboarding can include a SLTA representative in the pre-employment processing of applications for new unit members. This process includes an online onboarding information such as mandated reporting, benefits information, and other similar training and documents necessary to begin working in the District. The District will provide a notification to the union president and additionally would allow SLTA/CTA materials to be included in the orientation/onboarding process.
13. Specifics not addressed in this MOU shall be covered by the articles in the CBA.
14. The provisions of Article 5 "Grievance Procedure" shall be applicable to this Memorandum of Understanding
15. This MOU shall be in effect until it can be incorporated into the next successor agreement.
16. This MOU is entered by the parties on November 2, 2017, and is agreed to by the following representatives.

For the Association:


 Jon Sherr
 President of SLTA
 11/2/17
 Date

For the District


 Rosanna Mucelli
 Deputy Superintendent, Educational Services
 11/2/17
 Date

SIDELETTER APPENDIX AB – CONTRACT SERVICES

Side Letter of Agreement Between
San Leandro Unified School District (District)
and the
San Leandro Teachers' Association (SLTA)

Background

The SLTA is the exclusive representative for all certificated employee groups listed in Appendix A- Recognition of the CBA. Occasionally, as a result of a shortage of qualified applicants, the district is unable to fill an opening in one of the listed employee classifications. As a result, the open positions may be filled with employees contracted through a third party. Typically, contract employees result in higher cost to the district and these contracted employees are less vested in the success of our district. It is therefore the responsibility of both parties to limit the number of contract employees to the minimum necessary. This side letter details the process the district must follow before they retain a contracted employee to fill a position normally represented by the SLTA.

Notification

After a thorough attempt to fill a position listed on Appendix A has been unsuccessful, the Asst. Superintendent of Human Resources (or designee) will notify the President of the SLTA. This notification by the district will trigger a meeting which will occur within five school days of the notification between representatives of the district and the SLTA. The district will not attempt to fill the open position with a contract employee until the meeting with the SLTA has been concluded.

Meetings

The purpose of this meeting will review the districts efforts to fill any unfilled position to determine if the district has made a good faith effort to find a qualified applicant. Representatives of the district and the SLTA will review the district's recruitment policies, procedures and methods for filling the open position. The district will review with the SLTA the actual applicants for the open position and the reasons they were deemed unqualified. The district and SLTA will explore further steps that might be taken to fill the open position before resorting to filling the position with a contract employee.

Additionally, the district and the SLTA will meet no later than June 10 to review all positions that are currently being filled by contract employees and the district's strategies for filling those positions with district employees.

General Provisions

This Side Letter will become effective the date of signing. The parties agree to meet and review the implementation and any needed changes by June 1 of each year starting in 2018.

It is understood the enforcement of this Side Letter of Agreement will be subject to all levels of Article 5 of the CBA. To the extent that specific terms and conditions of this Side Letter of Agreement conflicts with any provisions of the CBA between the parties in effect as the date hereof, the agreements set for in this Side Letter of Agreement shall control.

Amitz Waldron
SLTA

Rosanna MuelB
SLUSD

5/22/17

5/22/17

SIDELETTER
APPENDIX AC – HOURS OF EMPLOYMENT – BLOCK SCHEDULE

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

Hours of Employment Article VII A- Student Contact Time
Middle School and High School Bargaining Unit Members
December 16, 2016

Background:

The San Leandro Unified School District seeks to implement a two-day block schedule at Bancroft Middle School and John Muir Middle School in the 2018-2019 school year and at San Leandro High School in the 2017-2018 school year. In developing instructional schedules, the district understands the value of ensuring secondary bargaining unit members have access to a daily preparation period in order to deliver effective instructional programming to students. In order to convert to a block schedule and provide a daily preparation period, the current provision, Article VII A., in the collective bargaining agreement that addresses hours of employment associated with student contact time or availability of teachers to students would need adjustment. No changes in this agreement are intended to modify the required 6 hour 40 minute day (exclusive of lunch) for SLTA members described in the contract.

In order to provide the daily preparation period in the new block schedule, the parties agree to the following provisions regarding hours of employment associated with student contact time or availability of teachers to students:

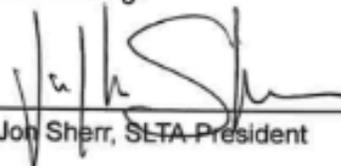
1. **Bancroft and Muir Middle Schools.** No changes to existing schedules will be made in the 2017-18 school year. Beginning in 2018-2019, middle school Bargaining Unit Members shall be accessible to students 15 minutes before school. Middle school Bargaining Unit Members shall be accessible to assist students for 20 minutes after school on non-block, six period days. Middle school Bargaining Unit Members shall also be accessible to assist students after school one of the two days during which the instructional block schedule is implemented for 40 minutes. The middle school Bargaining Unit Members are available for student assistance on the day the middle school Bargaining Unit Member had a preparation period during the instructional day. When the middle school Bargaining Unit member does not have a preparation period during the instructional day, the middle school Bargaining Unit member does not have to be available to assist students and will instead have a 40 minute preparation period after the student day. Middle school teacher's normal work day will be from 8:05 AM to 3:20 PM with the exception of minimum days.
2. **San Leandro High School.** Beginning in 2017-2018, high school Bargaining Unit Members will be available to students 10 minutes before and 5 minutes after school on non-block, 6 period days. High school Bargaining Unit Members shall also be accessible

to assist students one of the two days during which the instructional block schedule is implemented for 41 minutes after the student day. The high school Bargaining Unit Members are available for student assistance on the day the high school Bargaining Unit Member had a preparation period during the instructional day. When the high school Bargaining Unit member does not have a preparation period during the instructional day, the high school Bargaining Unit member does not have to be available to assist students and will instead have a 41 minute preparation period after the student day. SLHS teacher's normal work day will be 7:50 AM to 3:05 PM with the exception of minimum days.

3. When teachers are scheduled to be available for student contact and/or student assistance time on block schedule days, they must be on campus and clearly communicate their availability to students. When the student contact and/or student assistance time is on the block day at the end of the workday, teachers must remain on campus and be available to students until 3:05 at the San Leandro High School and until 3:20 at the middle schools.

It is understood that the enforcement of the provisions of this Side Letter of Agreement will be subject to all levels of Article 5 of the Collective Bargaining Agreement. To the extent that the specific terms and conditions of this Side Letter of Agreement conflicts with any provisions of the Collective Bargaining Agreement between the parties in effect as the date hereof, the agreements set forth in this Side Letter of Agreement shall control.

The parties will meet in April of 2019 to review the implementation of this memorandum of understanding.

x 
Jon Sherr, SLTA President


Date

x 
Rosanna Mucetti, SLUSD


Date