

## **SBTA and SBUnified Tentative Agreements Spring 2021**

SALARY--increases apply to all Base Salary Schedules and stipends

- 3.5% effective July 1, 2021
- 2.5% effective July 1, 2022
- 2% effective July 1, 2023

### BENEFITS

The District shall contribute to the benefit programs set forth in sections 1.1, 1.2, 1.4. The District shall pay 70% (seventy percent) of any increase to the annual premium. This agreement shall be in effect for 2021-2022, 2022-2023, and 2023-2024, at which time the agreement will sunset and revert back to the District contribution of a maximum of 1% unless otherwise negotiated.

### BILINGUAL STIPEND--**New language**

The District shall pay bargaining unit members who currently have a BCC, BCLAD, or score Advanced or higher on the ACTFL assessment based on the following categories. Unit members earn this stipend for work normally performed as part of their teaching assignment.

- Level A (\$3,200/year)
  - Elementary Dual Language Immersion program teachers
  - Secondary Educators teaching a core subject area in Spanish (not world languages) (prorated by section)
- Level B (\$2,000/year)
  - Classroom teachers in TK-3 with a BCC, BCLAD, or who score Advanced or Superior
- Level C (\$1,000/year)
  - Classroom teachers in grades 4-12 with a BCC, BCLAD, or score Advanced or Superior

### ELEMENTARY COMBINATION CLASSES

Section 4.4 Combination grade level classes at the elementary sites shall be kept at a minimum. Teachers of combination grade level classes shall be chosen on a voluntary basis. If there are insufficient volunteers, a unit member may be assigned to teach the combination class for one year. Grade level staff would not be subject to reassignment of combination classes until combinations were rotated through all staff at that grade level.

Teachers with combination grade levels shall receive 30 minutes extra of planning and preparation time per month. Teachers assigned to combination grade level classes shall be compensated \$400 per trimester.

#### PSYCHOLOGIST/SLP COMPENSATION FOR EXTRA WORK--**New language**

School psychologists and SLPS shall not be required to cover other psychologist/SLP's caseloads unless mutually agreed upon including compensation. Psychologists and SLPs shall be paid hourly for the extra work.

#### SECONDARY PREP PERIODS

- Secondary unit members (classroom teachers) shall have one designated and consistent period for planning and preparation.
- Secondary unit members (classroom teachers) shall have one designated and consistent period, unless schedule change requires a different prep period.
- Anything less than full time is not entitled to a paid prep period.

#### SECONDARY PREPS

Courses with the same title regardless of the level of students (such as English 10 vs. English 10 Honors) are considered one preparation. Advanced Placement (AP) and International Baccalaureate (IB) courses shall count as a different preparation than other courses of the same title.

#### SPECIAL EDUCATION IN PLCs

Collaboration shall take place in Professional Learning Communities (PLCs). PLCs may be organized into site and District-level content-specific, interdisciplinary, vertical, and/or grade-level teams. Special Education teachers may meet as a site-based special education PLC during one week of each month during regular PLC meeting time in consultation between special education PLC members and site administration. Site admin shall make final determination.

#### ELEMENTARY PLCs--**Clarification of existing language**

- One (1) Staff meeting - 75 minutes
- One (1) District PLC (may include meeting virtual, and not to exceed five (5) meetings per year) - 75 minutes. In the months when a District PLC is not held, there will be a 60-minute site PLC.
- One (1) Site PLC - 60 minutes
- One (1) Teacher Directed On-Site Time - 60 minutes

- In the months with five (5) early release days, there will be one (1) additional Teacher Directed On-Site Time
- If a site principal needs to extend the length of the faculty meeting or site PLC meetings, s/he shall consult with the site leadership team at least 24 hours prior to the meeting for approval. Either party may reopen this section from the time of ratification until the expiration of the next contract.

### SECONDARY PLCs

Secondary schools will meet 4 days a month for at least 200 minutes a month during the regularly scheduled PLC time. These meetings will occur on Thursdays, except on regularly scheduled board and federal holidays, and the first Thursday (work day) of the month will be a faculty meeting.

- Employees in a secondary singleton PLC may request to meet virtually with out-of-district colleagues who teach the same course.

### PERSONAL ABSENCE LEAVE (PAL DAYS)

A regular unit employee entitled to personal illness leave may use a maximum of four (4) days per year of such sick leave for personal use for which no alternative other than absence is available to the unit member. PAL leave shall not be used for work stoppage, other concerted activities, nor for gainful employment: these are specifically excluded as reasons for Personal Absence Leave. The particular date(s) on which days may be taken requires advanced approval by the appropriate administrator. The unit member will make every reasonable effort to inform the supervisor five (5) working days in advance. Site admin shall approve PAL day requests within two (2) work days. If need for approval is urgent, unit member may connect in person with site admin to request approval. Unless there is, or reason to believe there may be, a shortage of substitutes, no other restrictions may apply. Work days on either side of holidays and weekends may be presumed as days with a shortage of substitutes. Once a PAL day has been approved, it cannot be rescinded by admin. Unit members shall not show a pattern of using sick leave or PAL days to extend holidays or school breaks.

### NEW PARENT LEAVE

New parent leave of absence shall be granted to any employee who is required to be absent from duty because of adoption, foster care, pregnancy, miscarriage, childbirth, and recover therefrom, pursuant to Education Code 44977.5. The length of the maternity leave, including the date on which the leave should commence and the date on which the employee shall resume duties, shall be determined by the employee and her physician.

### KINDERGARTEN EARLY RELEASE DAYS

Kindergarten shall have ten (10) student early release days for parent conferences that align with parent conferences/early release days in grades 1 through 6. In addition, Kindergarten shall have early release days during the first five (5) days of school to be used for individual parent conferences/orientations. This time shall not be used for conducting student assessments. These early release days will be consecutive except for early release days in which PLC work/staff meetings occur.

### CO-TEACHING

For General Education and Mild-Moderate teachers assigned to co-teaching assignments in support of the inclusion of students with disabilities within the Gen Ed setting, administration shall make every reasonable effort to provide common preparation time. Collaboration time may be provided in the form of a common prep period, release days or after-hours compensation at the contracted hourly non-instructional rate. In addition, every reasonable effort shall be made to limit the number of general education teachers with whom each special education teacher co-teaches. Teacher input will be sought and considered in making teaching assignments to support inclusion.

- The District will make every effort to place special education teachers and paraeducators in the general education classes with the greatest needs for additional special education support.

### SAFETY--new language

Under natural disaster or pandemic conditions, the District shall, when there is time, negotiate with SBTA to ensure safe working conditions for unit members. In the event that there is no time for negotiations, the District will consult with SBTA.

Non-Compliance Physical Restraining Training, Deescalation Training, Crisis Prevention Intervention Training shall be made available for all unit members who teach or interact with students in the Therapeutic Learning Program (TLP) or mod-severe program. If a unit member is injured due to the actions of a student and must follow the established workplace injury protocols.

A current employee has an obligation to report any unsafe working conditions to his or her direct supervisor. If the unsafe working condition is not resolved by the direct supervisor then the employee may file a formal statement reporting the perceived unsafe working

condition with the Director of Human Resources who shall, within ten (10) working days, advise the reporting employee of any follow-up action taken or to be taken.

ETHNIC STUDIES DEPARTMENT ELECTIONS

Secondary Department Leads will be elected from among the Site PLC Leads in a given department. District Department Leads will be elected from all teachers within that District Department. Elections will follow the rules laid out in section 10.2. Duties include: serve as representative to Site Leadership Team (see Exhibit F); serve as representative to ad hoc District meetings; provide input into Master Schedule; assist in development of Curriculum Course Catalogue; facilitate quarterly Department Meetings; facilitate vertical articulation; organize and maintain instructional resources; facilitate communication between administration and teachers; facilitate communication amongst teachers; coordinate department awards; order supplies and coordinate Open House participation.

10.7.1 District Department Leads shall not be part of any site SLT because they represent multiple schools. They may be asked to engage with the community and District departments regarding work in their District department.

EXHIBIT B-12

Athletic Directors' current stipends shall be added to their annual salary.

EXHIBIT F--new language

Art/Music/PE shall have a representative on each elementary school's SLT.

EXHIBIT F

Secondary			
	Site PLC Lead	District PLC Lead	Department Lead
High School	<ul style="list-style-type: none"> <li>● English: 9, 10, 11, 12</li> <li>● Math: I, II, III</li> <li>● Science: Physics, Chemistry, Biology</li> <li>● Social Science: World, US, Econ/Gov</li> <li>● PE: 9/12</li> <li>● Spanish</li> <li>● Visual Arts</li> </ul>	<ul style="list-style-type: none"> <li>● Spanish Native Speakers</li> <li>● Theater Arts, Instrumental Music, Choral Music</li> <li>● CTE Programs: Culinary Arts, Video Production, Computer Science, Sports Medicine</li> </ul>	<p>Category A:</p> <ul style="list-style-type: none"> <li>● English</li> <li>● Math</li> <li>● Science</li> <li>● Social Science</li> <li>● PE</li> <li>● Visual Arts</li> </ul> <p>Category B (District PLC, but Site Department):</p>

	<ul style="list-style-type: none"> <li>• ELD (if 2+ teachers) with future adjustments</li> <li>• CTE: variable by school/pathway</li> </ul>	<ul style="list-style-type: none"> <li>• Health</li> <li>• CTE: variable by school/pathway</li> </ul>	<ul style="list-style-type: none"> <li>• Visual Arts</li> <li>• Performing Arts</li> </ul> <p><b>Category C (District Department, not a representative to a site SLT):</b></p> <ul style="list-style-type: none"> <li>• <b>Ethnic Studies</b></li> </ul>
<b>District Cadres</b>		<p><b>District cadres--no PLC Lead, but cadre members paid hourly</b></p> <ul style="list-style-type: none"> <li>• <b>ELD</b></li> <li>• <b>Ethnic Studies (English)</b></li> <li>• <b>Ethnic Studies (Social Studies)</b></li> </ul>	