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An agreement between the
Hayward Education Association
and the
Board of Education,
Hayward Unified School District

July 1, 1994 to June 30, 1997

JUL - 9 1996

HEA
Bargaining Team
Lew Hedgecock, Chair
Dayton Crummey
Mercedes Faraj
Ann Terrasas
Mary Walsh

Executive Director
Sam DeHaven

HUSD
Bargaining Team
Fran Krug
Kathy Bennett
Robert Costa
Jeanne Duarte-Armas
Gordon Pipkin

Chief Negotiator
Jeff Sloan

5,100 teachers

Superintendent of Schools
Marlin Foxworth, Ph.D.

Board of Education
Frank E. Perry, President
Joseph E. Lopez, Vice President
Myrna L. Truehill, Clerk
Frank Garcia, Jr., Member
Bonnie J. Moss, Member



Jewel Haig 510-789-2695

FROM
HAYWARD UNIFIED SCHOOL DISTRICT
POST OFFICE BOX 5000
HAYWARD, CALIFORNIA 94540-5000

SIGNATURES

In witness whereof, the HAYWARD EDUCATION ASSOCIATION has caused this agreement to be signed by its president, and the HAYWARD UNIFIED SCHOOL DISTRICT has caused this agreement to be signed by its president.

Ratified by the Parties on November 7 , 1994


DAYTON CRUMMEY
PRESIDENT
HAYWARD EDUCATION ASSOCIATION


BONNIE J. MOSS
PRESIDENT
BOARD OF EDUCATION

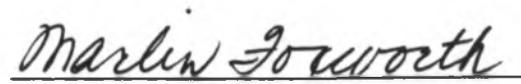

MARLIN FOXWORTH
SUPERINTENDENT
HAYWARD UNIFIED SCHOOL DISTRICT

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>Page</u>
	Recognition	1
I.	Preamble	2
II.	Savings Provision	3
III.	District Rights	4
IV.	Concerted Activities	5
V.	Support of Agreement	6
VI.	Completion of Negotiations	7
VII.	Duration	8
VIII.	Negotiation Procedure	9
IX.	Grievance Procedure	10
X.	Employee Safety	14
XI.	Hours, Preparation Period, Staff Meetings	20
XII.	Leaves of Absence	31
XIII.	Class Size	48
XIV.	Evaluation	51
XV.	Transfer Procedures	58
XVI.	Association Rights	67
XVII.	Nondiscrimination	71
XVIII.	Summer School	72
XIX.	Compensation for Extra Workload	73
XX.	Retirement Option	74
XXI.	Miscellaneous Retirement Provisions	80
XXII.	Mentor Teacher Program	82
XXIII.	Salary	89
XXIV.	Health and Welfare Benefits	105
XXV.	Personnel Files	114
XXVI.	Professional Growth	116
XXVII.	Academic Freedom	118

XXVIII.	Curriculum and Instruction	119
XXIX.	Restructuring Comprehensive High Schools	120

APPENDIX

A	Fringe Benefit Program - Insurance Plans
B	Compensation for Extra Work Load
C	Salary Schedules - Teachers
D	Salary Schedules - Counselors
E	Salary Schedules - Children's Center
F	Salary Schedule - Adult Education
G	Calendar
H	Evaluation Forms

RECOGNITION

The District recognizes Hayward Education Association, CTA/NEA as the exclusive representative for the following group of employees:

All regular temporary, probationary and permanent full time certificated employees, all regular temporary, probationary and permanent part time certificated employees, which includes librarians, nurses, counselors, speech therapists, pre-school teachers, social workers, latchkey teachers, children center instructors, parent nursery teachers, program resource teachers, and substitute teachers (other than those hired on a day-to-day basis) who are contracted to work more than 75% of the number of days the regular schools of the district are maintained, probationary and permanent certificated adult school teachers, hourly adult school teachers who work nine or more hours per week, and certificated summer school teachers.

The unit shall exclude the following management positions:

Superintendent, deputy superintendent, assistant superintendent, administrative director, director, assistant principal, coordinator, supervisor, principal, vice-principal, dean and psychologist. The unit shall also exclude all supervisory and confidential employees designated pursuant to the requirement of the Rodda Act (Government Code Section et. seq.)

ARTICLE I

PREAMBLE

The parties having met and negotiated pursuant to the Government Code Section 3540 et.seq. have agreed to the following terms and conditions to be adopted by the Board of Education (herein called the "Board") as an agreement for the 1994-95, 1995-96, and 1996-97 school years. The terms and conditions of this contract shall become effective upon adoption by the Board at an official meeting. If any changes in these articles are contemplated by the parties, said changes cannot be made without mutual agreement. In the event of a bona fide emergency as defined by law, the District may suspend operation of any provision of this agreement by giving written notice of such suspension to the Association. Such suspension shall be limited in scope and duration to what is necessary for the District to respond reasonably to such emergency. The Association may challenge by grievance such suspension. If any such grievance proceeds to arbitration, the parties agree to process such arbitration under expedited rules of the American Arbitration Association.

ARTICLE II

SAVINGS PROVISION

If any provisions of this contract or any application thereafter to any Unit employee or group of Unit employees is held to be contrary to law by a court of competent jurisdiction, such provisions or application would not be deemed valid or subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

ARTICLE III

DISTRICT RIGHTS

It is understood and agreed that the District retains all of its power 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 revenue; contract out work; and take action on any matter in the event of a bona fide emergency. In addition, the Board retains the right to hire, classify, assign, evaluate, promote, terminate and discipline employees.

The exercise of the forgoing 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.

ARTICLE IV
CONCERTED ACTIVITIES

It is agreed and understood that there will be no strike, work stoppage, slow-down, picketing, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the exclusive representative or its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.

The exclusive representative recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slow-down, or other interference with the operations of the District by employees who are represented by the exclusive representative, the exclusive representative agrees, in good faith, to take all necessary steps to cause these employees to cease such action.

It is agreed and understood that any employee violating this Article may be subject to discipline.

It is understood that in the event this Article is violated, the District shall be entitled to withdraw any rights, privileges or services provided for in this Agreement or in District policy from any employee and/or the exclusive representative.

In the event that the parties reopen this contract pursuant to mutual agreement, order to bargain or contractual reopeners, the no strike provisions of this article shall not apply after exhaustion of statutory impasse procedures.

ARTICLE V

SUPPORT OF AGREEMENT

The District and the exclusive representative agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that the District and the exclusive representative will support this Agreement and that the exclusive representative, for its term, will not appear before the Governing Board to seek change or improvement in any matter explicitly and specifically covered by this agreement except by mutual agreement of the District and the exclusive representative.

ARTICLE VI

COMPLETION OF NEGOTIATIONS

During the term of this Agreement, the exclusive representative expressly waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obligated to meet and negotiate with respect to any subject of matter whether referred to or covered in this Agreement or not, even though each subject or matter may not have been within the knowledge or contemplation of either or both the District or the exclusive representative at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.

ARTICLE VII

DURATION

This Agreement, beginning July 1, 1994, shall remain in full force and effect up to and including June 30, 1997, and, thereafter, shall continue in effect year-by-year unless one of the parties notifies the other, in writing, no later than March 1st of its request to modify, amend or terminate the Agreement.

ARTICLE VIII

NEGOTIATION PROCEDURES

- A. Not later than the first regular Board of Education meeting in February of the calendar year in which this Agreement expires, the Association shall submit its initial proposal for the ensuing Agreement to the Board at a public meeting. Within fifteen (15) days, the Board shall conduct a hearing on the Association's proposal; and the parties shall meet and negotiate within five (5) days following the adoption of the Board's initial proposal which shall not be later than April 1. At the first meeting, a negotiating calendar and schedule shall be mutually established. This calendar and schedule may be revised or augmented upon agreement of the parties.
- B. Either party may utilize the services of outside consultants to assist in the negotiations.
- C. The Board and the Association may discharge their respective duties by means of authorized officers, individual representatives, or committees.
- D. A reasonable number of representatives of the Association shall receive reasonable periods of release time without loss of compensation to meet and negotiate with the Board's representatives.
- E. Not later than November 1, the Board shall furnish the Association with the placement of personnel on the respective salary schedules as of October 1. Upon request, any change in placement and/or the addition of new bargaining unit personnel shall be reported to the Association.
- F. During negotiations, contract provisions tentatively agreed upon shall be reduced to writing and initialed by both parties. When tentative agreement has been reached on all matters being negotiated, the complete agreement shall be submitted to the Association and the Board for approval and signing.
- G. Either the Association or the Board may declare that an impasse has been reached in negotiations. The party declaring impasse may petition the PERB to appoint a mediator to assist in reconciling the differences and resolving the controversy on terms which are mutually acceptable to the parties.

ARTICLE IX
GRIEVANCE PROCEDURE

A. Definitions

1. Grievance - A grievance is a claim regarding the interpretation or application of this Agreement.
2. Grievant - A grievant may be the Association or any Unit employee of the District.
3. Day - A day, for the purpose of this Section, is any day in which the District offices are open.

B. Level I Resolution

1. When an employee has a grievance, the employee shall first discuss the matter in an informal conference with the administrator with immediate administrative responsibilities for the position to which the employee is assigned.
2. If the matter is not resolved at the informal conference, the employee may, within thirty (30) days after the occurrence of the event giving rise to the grievance, present his/her grievance, in writing, to the administrator with immediate administrative responsibility for the position in which the employee is assigned. The grievance shall state the issues involved, the provisions in dispute and the remedy sought.
3. When the Association has a grievance, the Association shall first discuss the matter in an informal conference with the administrator with immediate responsibility for the event giving rise to the grievance.
4. If the matter is not resolved at the informal conference, the Association may within thirty (30) days after the occurrence of the event giving rise to the grievance, present the grievance in writing to the administrator with immediate responsibility for the event. The grievance shall state the specific facts giving rise to the grievance including the date, location, and identity of the unit members and

ARTICLE IX -GRIEVANCE PROCEDURE (continued)

administrators involved in the situation, the contract provisions alleged to have been violated and the remedy sought. The Association shall not file a grievance if pursuant to E.2. of this article the District has provided the Association with notice of settlement of an individual employee's grievance and the Association did not object to the remedy within ten (10) calendar days.

5. The administrator shall communicate his/her decision to the grievant, in writing, within ten (10) days after receiving the complaint.

C. District Session - Level II

1. The grievant may appeal, in writing, a Level I decision to Level II to the office of the Superintendent or designee within ten (10) days after receiving it. The administrator shall be furnished a copy of the appeal.
2. The Superintendent or designee shall investigate the details of the grievance and meet with the grievant within five (5) days of the receipt of the grievance in order to resolve the issue.
3. The Superintendent or designee shall communicate the outcome of the conference(s) to the grievant and the administrator involved, in writing, within ten (10) days of the receipt of the grievance.

D. Impartial Hearing - Level III

1. If the decision at Level II is not satisfactory, the aggrieved, within ten (10) days after receiving the decision at Level II, may request, in writing, that the Association submit the grievance to arbitration. The Association by written notice to the Superintendent or designee, within fifteen (15) days, after receipt of the request from the aggrieved, may submit the grievance to arbitration. If the two parties cannot agree on an individual, they shall request an odd-numbered list of experienced individuals from the California State Conciliation Service or the American Arbitration Association. The individual shall be selected within ten (10) days by the alternate strike method until only one name remains. The cost of the impartial person and hearing expenses shall be shared equally by the District and the grievant or the Association.

ARTICLE IX - GRIEVANCE PROCEDURE (continued)

2. A notice of the request shall be sent to the Superintendent or designee and shall include a copy of the original grievance and appeal, and the decision rendered.
3. The impartial person will decide the time and place for a hearing. The hearing will be private, and, unless otherwise agreed, will be conducted in accordance with the Voluntary Rules of the American Arbitration Association.
4. The Arbitrator
 - a. The arbitrator shall not consider any matter outside the scope of the grievance as defined in this contract, shall confine the decision to the precise issue submitted, shall have no authority to interpret any state or federal law when the compliance or noncompliance therewith might be involved in the consideration of the grievance and shall have no authority to make a recommendation on any other issue. However, the issue as to whether a matter is outside the scope of the grievance is to be determined by the impartial person before hearing the substantive matter.
 - b. The Arbitrator shall have no authority to confer punitive damages or attorneys' fees.
5. After the close of the hearing, both parties shall have an opportunity to submit written arguments.
6. The impartial person shall submit the decision, in writing, to all parties within thirty (30) days after submission, which decision shall be final and binding upon the District, the Association and the employee involved unless the impartial person exceeds his/her authority, except as provided in D.4. above.
7. A copy of the decision shall be provided to both the Association and the District Superintendent or designee.

E. Miscellaneous Provisions

1. During the pendency of any proceeding and until a final determination has been reached, all proceedings shall be private.
2. Any Unit employee may at any time present grievances to the employer and have such grievances adjusted without the intervention of the

ARTICLE IX - GRIEVANCE PROCEDURE (continued)

exclusive representative as long as the adjustment is reached prior to Level III and the adjustment is not inconsistent with the terms of this contract; provided that the District shall not agree to a final resolution of the grievance until the exclusive representative has received a copy of the grievance and the proposed resolution, and has been given the opportunity to file a response. A grievant may be represented by the Association or may represent himself/herself.

3. There shall be no reprisals of any kind taken against any Unit employee or representative because of participation in the grievance or support thereof.
4. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of the procedure within the time allotted had the decision been given. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision. Time limits given in this procedure may be modified by written agreement of all the parties involved.
5. In the event that a grievance affects more than one Unit employee, the grievance may be filed on behalf of all affected employees, and if the grievance affects employees at more than one work location it may be initiated at Level II. Grievances concerning the same issue may be consolidated so long as it does not create an unnecessary delay.
6. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
7. Forms for filing grievances and other necessary documents shall be prepared by the District following review by the Association and shall be given sufficient distribution so as to facilitate operation of the grievance procedure. The costs of preparing such forms shall be borne by the District.
8. Normally, all grievances shall be handled outside the regular workday. However, in the event it becomes necessary to conduct a grievance hearing or conference with an administrator during the workday, the grievant represented, representative and witnesses shall be granted release time without loss of pay. The District shall provide a reasonable amount of release time for processing grievances.

ARTICLE X

EMPLOYEE SAFETY

A. Safety and Health

1. The District shall make provisions for the safety of Unit employees in all aspects of their employment. This shall include published District or school procedures on the safety of Unit employees. These procedures shall be disseminated to Unit employees as appropriate and to the safety committee at each school site.
2. No Unit employee shall be discharged solely because the employee has a life-threatening illness. If the Unit employee has a life-threatening illness which affects the employee's ability to perform duties, or poses a health danger to the employee or to others, the Unit employee shall cooperate with the District's request to submit to a medical examination to determine fitness to perform duties or to provide evidence acceptable to the District that the employee is physically capable of safely performing duties.

If an employee submits to a medical examination by a District designated doctor, the District shall pay for the cost of such medical examination.

3. If a Unit employee or school site safety committee believes a safety procedure is inadequate, the Unit employee or the committee shall report this to the school principal, or designee, in writing, who will take the necessary actions to alleviate a problem. Should the principal's solution be considered unsatisfactory, the staff member or committee may appeal the problem, in writing, to the appropriate director and/or assistant superintendent for further consideration and action. The determination of the matter by the administrative director shall be reported to the employee or committee as soon as possible, but no more than five (5) days after receipt of the appeal. The employee or committee may request the response to be in writing.
4. As required by law, the District shall notify affected unit members that a student has engaged in or is suspected of engaging in behavior specified in Education Code 48900.

ARTICLE X - EMPLOYEE SAFETY (continued)

B. Facilities, Conditions and Equipment

1. A Unit employee 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 employee or committee is not satisfied with the administrator's disposition of the issue, either may appeal the problem, in writing, to the appropriate director and/or the superintendent or designee for further consideration and action. The determination of the matter by the director and/or the superintendent or designee shall be reported to the employee or committee as soon as possible, but not more than five (5) days after receipt of the appeal. The employee or committee may request the response to be in writing.
2. Unit employees will not be subject to any disciplinary action for making or filing any complaint involving an unsafe working condition. Nothing in this Article shall preclude an employee from filing a Cal-OSHA claim.
3. The District shall inform the Association and school site safety committees annually, and Bargaining Unit employees upon request, of the location of Cal-OSHA general industrial safety information, orders and procedures relating to work place safety which have been provided to the District by Cal-OSHA.
4. When an administrator finds a condition is such as to render a situation unsafe, unhealthy or hazardous, the supervising administrator shall take immediate steps to protect the safety of the employee.
5. The District shall make an annual assessment of facility usage. The Association shall be provided a copy of the District's findings prior to presentation of the administration's recommendations on facility usage to the Board of Education.
6. The District shall provide inservice training to Unit employees regarding AIDS/ARC, its transmission and the proper handling of blood or bodily fluids.
7. The school site safety committee shall review and make recommendations regarding student discipline which threatens the safety of students and staff, workroom conditions and the on-site maintenance of equipment and storage of supplies in science, computer, art industrial arts, and home economics rooms.

ARTICLE X - EMPLOYEE SAFETY (continued)

8. In the event an infestation of vermin, insects or other unhealthful conditions is discovered, the District, when possible, will notify the site prior to the application of herbicides or pesticides. Sensitive employees shall inform their administrator and shall be notified as soon as possible that spraying will occur or has occurred.
9. The District shall post at each site a copy of the annual painting schedule for that site as soon as it is developed by the Maintenance Department. An opportunity for input by affected Unit employees shall be provided each site scheduled for painting. Alterations in that schedule shall be provided to the affected school site as soon as the changes in schedule are known. Affected Unit employees shall be informed at least three (3) days before their rooms are to be painted. The removal of graffiti, inflammatory or obscene language, signs or pictures or painting necessary to complete a repair to an unsafe condition may be done at any time prior without prior notice.

C. Legal Protection

1. The Board of Education, upon the request of a Bargaining Unit employee, will provide for the defense of any civil action or proceeding brought against him/her, in his/her official or individual capacity or both, on account of any act or omission in the scope of his/her employment as an employee, provided that the employee was not engaged in fraudulent, corrupt or malicious action, and provided that the action is not brought by the Board or an agent of the Board.
2. The Board will provide, at no cost to Bargaining Unit employees, tort liability insurance coverage in the amount of \$1,000,000 in order to protect employees from personal loss arising from any civil suits brought against them in connection with their employment.

D. Assault, Insult, Abuse

1. Bargaining Unit employees may use such force as is reasonable under the circumstances to protect himself or herself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within control of a pupil.

ARTICLE X - EMPLOYEE SAFETY (continued)

2. The employee and his/her supervisor shall report to the appropriate law enforcement authorities any incident in which a school employee is attacked, assaulted or menaced by any pupil.
 - a. Failure to make such a report is a misdemeanor.
 - b. Following the above action, the "Report of Assault" form must be completed and forwarded to the Administrative Director of Pupil Services.

3. If criminal or civil proceedings are brought against a Unit employee alleging that he/she committed an assault in connection with his/her employment, such employee may request the Board to furnish legal counsel to defend him/her in such proceedings. If the Board, after a request, does not provide such counsel and the employee prevails in the proceedings, then the Board shall reimburse the employee for counsel fees incurred in his/her own defense and shall reimburse the employee for any loss in salary providing that:
 - a. The assault was not malicious
 - or
 - b. The action was not a proceeding between the District and the employee.

E. Suspension of Pupils

1. Consistent with the pupil's due process rights, a teacher may suspend for safety reasons any pupil from his or her class for the day of the suspension and the day following. The teacher shall send the pupil to the principal for appropriate action and there shall be an immediate written report to the principal of the suspension. As soon as possible, the teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension. A school administrator shall attend the conference if the teacher or the parent or guardian so requests. The pupil shall not be returned to the class from which he or she was suspended, during the period of the suspension, without the concurrence of the teacher of the class and the principal. If the pupil is assigned to more than one class per day the suspension shall apply only to the class period from which the pupil is suspended.

ARTICLE X - EMPLOYEE SAFETY (continued)

F. Personal Property Loss

1. The District shall reimburse Unit employees for the repair or replacement of personal property of the employee lost, damaged or destroyed while the employee was on duty in the school, on the school premises or at a school-sponsored activity, unless such damage or loss is due to negligence by the employee, and is not covered by the employee's personal insurance. Personal property shall include such things as eye glasses, hearing aids, dentures, watches, articles of clothing necessarily worn or carried by the employee.
2. In the event a payment is made under this policy, the District will, to the extent of such payment, be subrogated to any right of the employee to recover compensation for such damaged property. The District will be entitled to enforce its subrogation right in any court of competent jurisdiction.
3. The maximum amount of the District's reimbursement shall be no more than \$250.00 or less than \$30.00 per incident. Exception: Replacement of dentures shall not be subject to the \$250.00 limitation.

G. Equipment Loss

1. The District shall reimburse Unit employees for the loss, destruction or damage by arson, burglary, or vandalism of property used for school instructional purposes in the District. Reimbursement shall be made only when approval for the use of the personal property in the school was given before the property was brought to school and when the value of the property was agreed upon by the person or persons bringing the property and the school administrator, or the person appointed by him/her for this purpose, at the time the approval for its use was given.
2. The maximum amount of the District's reimbursement shall be no more than \$250.00 or less than \$30.00 per incident.

ARTICLE X - EMPLOYEE SAFETY (continued)

H. Opening and Closing of Building

1. If a Children's Center Unit employee is assigned the responsibility for the opening and closing of a building and said employee is concerned for his/her safety, and in the absence of another District employee, said employee may call District security for assistance.

I. Student Attendance and Discipline

1. The District and the Association shall establish a discipline committee to review and make recommendations upon District Attendance and Discipline Policies. The committee shall be composed of equal numbers of unit members and administrators, but shall not exceed 8 total members. The unit members shall be selected by the Association. The recommendation of the committee shall be forwarded to the Superintendent and the Board of Education.

ARTICLE XI
HOURS, PREPARATION PERIOD, STAFF MEETINGS

A. Hours

1. Workday

a. Instructional time for students shall be no less than:

36,000 annual minutes in kindergarten
*50,400 annual minutes in grades 1-3
54,000 annual minutes in grades 4-6
64,800 annual minutes in grades 7-12

*Provided State law permits instructional minutes in staggered reading programs in grades 1-3 count towards the State's annual instructional requirement for students, the District will continue the existing staggered reading program.

b. Teachers instructional day, including preparation period in grades 1-6, shall be:

260 minutes in kindergarten
295 minutes in grades 1-3
310 minutes in grades 4-6
315 minutes in grades 7-12

- (1) A teacher whose regularly scheduled teaching day starts before the normal teaching day, shall be entitled to leave at the end of the hours set forth in d. below.
- (2) The adult education instructional day is defined as 300 instructional minutes composed of five (5) teaching periods of sixty (60) minutes in length, excluding passing time and breaks. Upon ratification of this agreement, a committee composed of equal numbers of unit members and administrators, not exceeding eight (8) total, will discuss means for restructuring the adult education schedule, which would include daily office hours beginning in the winter quarter of 1994/1995. Results

ARTICLE XI - HOURS, PREPARATION PERIOD, STAFF MEETINGS (continued)

reached by mutual agreement by the committee will be implemented promptly. If mutual agreement is not reached, the HEA President and the Superintendent or designees shall meet immediately to either select one of the recommended options or develop another solution of their own on which they can both agree. The joint decision by the HEA President and the Superintendent or designees shall immediately be transmitted in writing to the principal for implementation.

- c. Minimum days shall be established by the District on an as-needed basis. The District shall attempt to schedule district-wide inservices and district wide meetings affecting the elementary level at times when all year round schools are in session.
- d. The length of the workday during the regular year for full time Unit members, including preparation time, lunch period and time required before and after school, shall not exceed the following:
 - (1) Elementary (K-6) - 7 hours
 - (2) Secondary (7-12) and Day Adult - 7 1/4 hours
 - (3) Counselors - 8 hours
 - (4) Children's Center - 7 1/2 hours
- e. Unit members are entitled to a daily 30 minute duty-free lunch period; Children's Center Unit members are entitled to 45 minutes daily for lunch and break.
- f. The district will annually review the schedules of teachers who are assigned to two or more schools in the same day. The diistrict shall make adjustments in these schedules to provide reasonable travel time for these teachers.

ARTICLE XI - HOURS, PREPARATION PERIOD, STAFF MEETINGS (continued)

2. Additional Required Time

- a. In addition to the work day, each unit member in the elementary, intermediate, and comprehensive high schools will be required to perform no more than (40) hours of additional duty time per year per unit member. Among these duties which the District assigns within these 40 hours are mandatory committee meetings, faculty/district meetings, IEP meetings, parent conferences (additional to those on scheduled conference days), before - and after - school bus duty and/or yard duty, and the supervision of students at extra or co-curricular activities. In addition to the (40) hours required time, the District may require attendance at Back-to-School Night and Open House.
- b. A subcommittee will be formed to examine the additional required time of unit members not covered in A.2.a above, including latchkey, pre-school and adult education teachers. The subcommittee shall consist of an equal number of representatives appointed by each party, not to exceed 10 in total. The subcommittee will endeavor to reach agreement on this subject. If mutual agreement is not reached, the HEA President and Superintendent or designees shall meet immediately and reach agreement on the matter.

3. The supervising administrator, with consultation and advice of the staff, shall provide for equitable extra duty assignments of all employees and the scheduling of student activities supervision. An annual report will be made available to the site representative upon request.

- a. At the high school, if it is necessary to have Unit members provide supervision on a Saturday, the site administrator shall first ask for volunteers. If there are not enough volunteers, the principal may assign Unit members to this supervision. Any Unit member providing Saturday supervision will be paid at the hourly rate for hours worked.
- b. Teacher-in-charge assignments shall be voluntary. If a unit member volunteers for such an assignment, the District shall inform him/her of liability issues, duties, and responsibilities.

ARTICLE XI - HOURS, PREPARATION PERIOD, STAFF MEETINGS (continued)

- c. Unit members who serve as resource staff shall only be required to take on non-scheduled duties when no certificated employee at the site can assume those duties, and no administrator from the site or substitute is available.

4. Workyear

- a. The workyear for people on the teachers' salary schedule shall be 183 days during the life of the contract. The number of duty days during the length of the contract shall be the number of days as per paragraph b. below.
- b. The number of duty days in the 1994-95, 1995-96, and 1996-97 school years for the following positions shall be:

Teachers and other Unit members not listed below	183 days
Year round school employees	183 days
Counselors/Social Workers	188 days
Program Resource Teachers	188 days
Teacher Trainers	188 days
Elementary teaching vice principal	193 days
Teacher Advisor	185 days
Children's Center and Latchkey Employees	225 days, except those employees desiring to work a shorter work- year, may request, and be granted such a leave, provided the request is made by May 15 of the preceding school year. Latchkey employees who work 183 days will be considered full time.

For the 1994-95 year only, the number of duty days shall be augmented by 2 per diem days to be scheduled by mutual agreement of the parties.

- c. All Unit employees at each Children's Center shall be given the opportunity, at least once a year, to alternate shift assignments. The procedure to be used for determining the shift assignment shall be determined by a majority vote of the Unit employees at each center.

ARTICLE XI - HOURS, PREPARATION PERIOD, STAFF MEETINGS (continued)

5. Children's Center days of non-responsibility shall be established by mutual agreement between Unit employees and the District. If mutual agreement is not reached, the District may assign such days, based upon specified concerns that relate to the program and its efficient operation. Upon written request the District will give written reasons for its decision on the assigning of non-responsibility days. No later than September 1, the schedule of non-responsibility days as established for the staff at the Children's Center site, shall be posted at a place where Unit employees frequent. Such schedule shall be updated, as necessary, to reflect any changes.
6. Year round school employees shall have reasonable access to the use of the Instructional Resource/Communication Center during the year round schedule.
7. Subject to administrative approval, all unit employees shall be afforded opportunities to volunteer to participate in District-approved committees, off-site conferences and workshops.

B. Preparation Period

1. Elementary Preparation Period

- a. The administration at each school shall develop a preparation period to provide:

- (1) Each full-time elementary teacher, including the preparation teacher assigned in Grades 1-6, four (4) preparation periods per full week and scheduled preparation periods on partial weeks commencing no later than the third student day of a school year and ending the last full student day of the school year.

During School Improvement days, teachers will be provided time of at least 50 minutes to assimilate and incorporate the information presented during the day's Staff Development Program. This may include, but is not limited to, small group and self-directed learning activities.

ARTICLE XI - HOURS, PREPARATION PERIOD, STAFF MEETINGS (continued)

- (2) Each half-time elementary teacher, including the preparation period teacher assigned in Grades 1-6, with one-half of the total number of prep periods provided full-time elementary teachers.
- (3) All other part-time employees shall receive a pro-rated salary compensation and/or preparation time comparable to the percent of their part-time salary.
- (4) In the event the preparation time is provided by scheduling a shortened instructional day, such preparation time shall be scheduled during the hours of the regular full-time instructional day.
- (5) The preparation period schedule shall be designed in a manner that will provide distribution of each teacher's preparation periods throughout the school year. The schedule shall be made available to the teachers no later than the end of the third day of the school year. Upon distribution of the schedule, teachers shall have the opportunity to make suggestions regarding possible changes. In the event it becomes necessary to change the preparation period schedule, the principal shall give no less than five (5) school days prior notice to the teacher or teachers affected, except in cases of emergency.

b. Length of Preparation Period

- (1) Preparation periods shall be 50-minute blocks during the regular full-time instructional day, except that on days shortened for District or school activities the preparation period shall be no less than 35 minutes during the hours of the shortened instructional day.

- (2) The only exceptions to B.1.b.(1) above shall be:

Primary teachers shall receive four 50-minute preparation periods at sites that do not offer the Kodaly music program. At sites that offer the Kodaly music program, primary teachers shall receive three 50-minute preparation periods and two 25-minute preparation periods.

ARTICLE XI - HOURS, PREPARATION PERIOD, STAFF MEETINGS (continued)

Primary music preps shall be scheduled in 25-minute segments on minimum days. Those primary teacher not receiving music preps shall be provided make-up preps of 25 minutes.

All preparation teachers shall receive at least 200 minutes per full week of preparation time during the instructional day. The District shall attempt to provide four (4) 50-minute preparation periods for preparation teachers. In the event it is not possible to provide four (4) 50-minute preparation periods, the administrator(s) shall provide at least two (2) fifty-minute preparations. If schedules cannot provide at least two (2) 50-minute periods, the site administrator shall meet and consult with the teacher and the HEA site representative to review the exceptions.

- (3) Preparation period teachers shall have within their schedules a 5-minute passing time between class groups. In cases where this is not possible, classroom teachers shall deliver and pick-up the class groups.

c. Make-Up Preps

- (1) Teachers having scheduled preparation periods on Mondays shall receive make-ups or a release day (equal to 6 preps). The teacher and administrator shall mutually agree on providing the teacher with individual preparation periods or a release day. The teacher shall receive at least one week's notice prior to the make-up release day or period whenever possible.
- (2) Classroom teachers shall receive a make-up when they are on site and providing classroom instruction on their regularly assigned preparation day and a substitute for the prep teacher is not available to release them. In this case, the administration shall offer the teacher the following options:

- one hour of pay at the hourly rate
- schedule make-up prep period

ARTICLE XI - HOURS, PREPARATION PERIOD, STAFF MEETINGS (continued)

- (3) In implementing c.1 and c.2 above, the following will apply:
 - (a) For each prep teacher with built in make-up time, a schedule of make-up preps for the year will be created by the prep teacher and site administrator.
 - (b) Make-up preps needed beyond those provided in c.3.(a) above will be provided within 20 days or the end of the school year, whichever comes first.
 - (c) If the prep period provided in c.3(b) above, is not made up by the 25th work day after the missed prep, the teacher will be paid at the hourly rate for the missed prep period.
- (4) When make-up preps are scheduled on a release day, the classroom teacher shall be responsible for providing lesson plans. Teachers shall receive at least one (1) week's notice prior to the release day. Teachers receiving single periods of make-up shall not be responsible for providing lesson plans. However, the classroom teachers may make lesson plans available for make-ups.

d. Miscellaneous Elementary Preparation Period Provisions

- (1) The preparation period shall be used for lesson preparation, parent conferences or other matters of an educational nature. The preparation time shall be free of classroom instruction or other assigned duties.
- (2) Resource specialists, including Special Education teachers, RSP, ESL, PRT, Speech Therapists, and Reading Specialists shall schedule four 50-minute preparation periods or the equivalent per week.
- (3) Classes will be staffed by certificated teachers only. Class size provisions in Article XIII shall apply to those classes.

ARTICLE XI - HOURS, PREPARATION PERIOD, STAFF MEETINGS (continued)

- (4) Every elementary school will have music preps (grades 1 - 4). By May 15 staff at each school shall recommend to the principal their subject choices. The subject areas may include, but are not limited to, physical education, library, music, art, science, FOD, computers or reading, where that is appropriate. Staffs may request music as a 50-minute prep for grades 5-6 (Music Department must approve such requests). The staff's choices will be honored to the extent that they are consistent with district educational objectives and available teaching resources.
- (5) The site administrator and/or prep teacher scheduling shall find out if any primary teachers wish to have a 75-minute prep time block. The 75-minute block of prep time shall be scheduled if the site administrator and primary teacher mutually agree.
- (6) Those responsible for scheduling music preps shall attempt to schedule eight 25-minute periods per day, with a maximum of ten periods per day. Fifty-minute periods shall be counted as two 25-minute periods. The Assistant Superintendent - Personnel, or designee, shall meet with HEA to resolve exceptions.
- (7) Primary and intermediate teachers shall be able to request the times for their prep periods.
- (8) Intermediate teachers shall be scheduled for four 50-minute preps per five day week.
- (9) Intermediate teachers shall not have more than one prep a day except for shortened Wednesday and make-up preps. Primary teachers shall have two preps a day (one 75-minute prep) only by mutual agreement, except for shortened Wednesdays and make-up preps. The Assistant Superintendent - Personnel, or designee, shall meet with HEA to resolve exceptions. Before scheduling Wednesday preps in the annual schedule, the site administrator shall first ask for volunteers for Wednesday prep. If there is an insufficient number of volunteers in a given year, the site administrator will attempt to rotate Wednesday preps from one year to the next.

ARTICLE XI - HOURS, PREPARATION PERIOD, STAFF MEETINGS (continued)

- (10) An attempt will be made to schedule preparation periods at times other than staggered reading. The site administrator and HEA site representative shall consult with the teacher affected when preparation periods are scheduled during the staggered time.

2. Secondary Preparation Period

During regular school hours, each full-time secondary school teacher shall be provided a daily preparation period which shall be the equivalent of a class period appropriate to the regular program in a school but not less than 50 minutes except on minimum or shortened days.

3. Children's Center Preparation Period

Full-time Children's Center Unit members shall be entitled to 150 minutes weekly for preparation, conferences and staff development.

4. Unit employees shall have access to their rooms during their preparation periods.

- C. Staff Meetings

1. General Staff Meetings

- a. The Superintendent may call general District staff meetings.
- b. General District staff meetings shall be held only on regular duty days during regular duty hours of Unit employees. The District designated work day prior to the first day of the student calendar year shall be free of general District Staff meetings.
- c. Year round Unit employees shall not be required to attend meetings which are during their days of non-responsibility. If the supervisor requests and the year round employee chooses to attend during a day of non-responsibility, he/she shall be paid at the hourly rate.

ARTICLE XI - HOURS, PREPARATION PERIOD, STAFF MEETINGS (continued)

2. School Faculty Meetings

- a. The supervising administrator of each school shall be responsible for holding school faculty meetings where priority is placed on school site decision making, staff input, and dissemination of essential information.
- b. The first full week of each month shall be set aside on the District master calendar for regular school faculty meetings as needed. The principal shall establish at the beginning of each school year, with the faculty, a mutually agreeable time and date for the regular faculty meetings which shall be so identified on the school's master calendar.
- c. Supervising administrators may call a maximum of ten (10) regular school faculty meetings per year before and after school. Meetings scheduled before school shall not begin more than 60 minutes before classes begin.

Meetings scheduled for after school shall begin after the dismissal of pupils or as soon thereafter as school faculty can be assembled. After school faculty meetings on a regular school day shall not exceed 75 minutes in length. A school faculty meeting called on the District designated work day prior to the first day of the student calendar shall not exceed two (2) hours.

- d. Additional school faculty meetings may be called by the supervising administrator as a result of unforeseeable or unanticipated circumstances.
- e. Unit members with split assignments at different sites shall not be required to attend more than one staff meeting per month. In determining which staff meeting to attend in a given month, the unit member will first consult with each site administrator.

3. Attendance

Unit employees have the responsibility to attend school faculty, area, department or school grade level meetings unless excused by the supervising administrator. These meetings shall be called by the supervising administrator. These meetings may be held during the workday or within a unit member's forty (40) additional hours of duty time per year pursuant to A. 2. a. above.

ARTICLE XII

LEAVES OF ABSENCE

A. Health and Disability (Injury, Illness, Accident, Quarantine or Pregnancy Leave)

1. All Unit employees employed five (5) days a week in a ten-month position requiring certification qualifications shall be entitled to ten (10) days leave of absence for illness, injury, accident or quarantine with full pay for a school year of service.
 - a. Eleven-month employees (more than 200 days) have eleven days of sick leave with full pay for a school year of service.
 - b. Twelve-month employees (more than 220 days) shall have twelve days of sick leave with full pay for a school year of service.
 - c. Hourly adult school employees, who are in the bargaining unit, shall be entitled to earn sick leave at the rate of two (2) hours per year for each one (1) hour assignment per week up to a maximum of sixty (60) hours per year.
 - d. Hourly adult school employees, who are in the bargaining unit, who do not use the allotted sick leave during any school year shall be allowed to accumulate sick leave as provided for all employees under contract.
2. Employees may accumulate unused sick leave without limitation.
3. Employees must contact their supervisor in advance of taking sick leave whenever possible in order that arrangements may be made for the services needed. Failure to give adequate notice may be grounds for disciplinary action.
4. Any employee may use sick leave if she is unable to render service to the District as a result of her pregnancy. (See Section K)
5. The Assistant Superintendent - Personnel may require a doctor's or medical advisor's statement following absence due to illness as a condition for payment of sick leave; provided, however, that such requirement shall be exercised only when there is reason to believe that sick leave has been abused.

ARTICLE XII - LEAVES OF ABSENCE (continued)

6. Employees returning to work from sick leave involving major surgery or illness, shall be required to present a doctor's release certifying medical permission to return to work.
 7. If an employee is terminated and has used more sick leave than was earned, the amount used but not earned shall be deducted from his/her final warrant.
 8. When an employee is absent from his/her duties on account of illness or accident for a period of five (5) school months or less, the amount deducted from the salary due him/her for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill his/her positions during his/her absence, or if no substitute employee was employed, the amount which would have been paid to the substitute had he/she been employed. The District shall make every reasonable effort to secure the services of a substitute employee.
 9. The District shall, in accordance with the rules and regulations of the State Board of Education, transfer with an employee who is accepted for employment by another district the total amount of leave of absence to which he/she is entitled.
 10. Unit members absent for less than a full day will have their accrued sick leave reduced to reflect the portion of the day they were absent rounded up to the nearer 1/2 day.
- B. Extended Health and/or Disability Leave
1. In case of long-term disability, the employee shall be eligible for up to eighteen (18) months extended health and/or disability leave without pay.
 2. An employee qualifying for an S.T.R.S. disability allowance for a disabling impairment which is amenable to treatment that could be expected to restore ability to work shall be granted a leave of absence for the duration of the disability.

ARTICLE XII - LEAVES OF ABSENCE (continued)

C. Personal Necessity Leave

1. Any days of leave of absence allowed for sick leave may be used by the employee upon prior approval, in cases of personal necessity. Personal Necessity Leave shall be limited to circumstances that are serious in nature and that the employee cannot reasonably be expected to disregard, and that necessitates immediate attention, and cannot be taken care of after work hours or on weekends.
2. Accumulated sick leave may be used in any school year for Personal Necessity Leave.
3. An employee needing prior approval shall request a personal necessity leave from his/her principal or immediate supervisor normally within three (3) working days prior to taking the leave. The principal or immediate supervisor will approve or disapprove the personal necessity leave.
4. The Unit employee shall not be required to secure advance permission for leave taken for (1) death or serious illness of a member of his/her immediate family, or (2) an accident involving his/her person or property, or the person or property of a member of his/her immediate family, or (3) if the reasons for the leave became known at such a time that it would preclude the employee from complying with C.3. above. However, the employee must indicate the reason for the Personal Necessity Leave on his/her timecard. The principal or immediate supervisor will verify the request for Personal Necessity Leave and make the appropriate recommendation on the timecard before forwarding it to the Payroll Department.
5. Effective July 1, 1996, upon the same notice required for sick leave, up to three (3) days of personal necessity leave may be used by the employee in cases of personal necessity at the discretion of the unit member. While no reason need be given, the purpose of the leave must be consistent with the purposes specified in Section C.1.

D. Leave for Serious Illness or Injury in the Family

1. A Unit employee may be granted leave up to three (3) days each school year with full pay when a critical illness or injury, happens to a member of the immediate family.

ARTICLE XII - LEAVES OF ABSENCE (continued)

2. A physician, or medical advisor, must provide a statement which includes the nature of the critical illness or injury and the necessity of the Unit employee's presence. This statement must be submitted upon the Unit employee's return to duty.
3. Additional accommodations may be made at the discretion of the Superintendent or designee.

E. Bereavement Leave

A Unit employee shall be entitled to a maximum of three (3) days leave of absence without loss of salary for the death of any member of his/her immediate family.

1. A Unit employee shall be entitled to a maximum of two (2) days additional bereavement leave without loss of salary for the death of any member of his/her family if necessary travel over 500 miles is required.

F. Jury Duty and Court Witness Leave

1. An employee shall be granted leave to appear in court as a witness when subpoenaed, or to respond to an official order from another governmental jurisdiction other than as a litigant and not brought through the connivance or misconduct of the employee.
2. An employee may be granted a leave to appear for jury duty in the manner provided by law.
3. An employee shall receive his/her regular pay less any amount received for jury or witness fees, exclusive of allowed travel expense.
4. Unit employees appearing in court as litigants shall be allowed personal necessity leave.

G. Religious Holidays

Leave of absence not to exceed three (3) days per year may be charged to personal necessity leave for employees who are required to absent themselves for the purpose of observation of religious holidays.

ARTICLE XII - LEAVES OF ABSENCE (continued)

H. Industrial Accident Leave

1. All Bargaining Unit employees are eligible for occupational accident and illness leave because of occupational injury or illness.

2. Definition

The term "qualifying for worker's compensation" presupposes that an accident report has been filed according to established procedures and that the School Insurance Authority considers the claim valid. In the event of rejection of the claim by the School Insurance Authority industrial accident leave shall not apply.

3. Unit employees, who are absent from duty because of illness or injury resulting from industrial accident, qualifying for worker's compensation, are granted industrial accident leave under the following conditions:

- a. Industrial accident leave applies from the first day of such absence from duty to, and including the last day of such absence from duty, but not exceeding sixty (60) working days in any fiscal year for the same industrial accident.
- b. The amount of salary paid to such employee in any calendar month will be the salary he/she would have received had he/she not suffered the industrial accident or illness. If the employee is still absent from duty as a result of such industrial accident he/she shall be entitled to the benefits provided by law and District policy for accrued sick leave, extended sick leave, and advanced sick leave, respectively.
- c. Allowable industrial accident leave shall not be accumulated from year to year.
- d. In order to be eligible for industrial accident leave the employee, while absent from duty with the District, shall remain within the State of California unless prior approval is granted by the Board for travel outside the state.

ARTICLE XII - LEAVES OF ABSENCE (continued)

- e. An employee who is eligible for reinstatement and has been medically released for return to his/her duties, but fails to accept an appropriate assignment, shall be terminated or placed on health leave of absence.
- f. When all available leaves of absence, paid or unpaid, have been exhausted and the employee is not medically able to assume the duties of his/her position, he/she may be terminated. The employee shall be eligible for reemployment upon submission of a physician's statement that he/she is able to assume his/her duties.

I. Legislative Leave

- 1. Every person employed by a school district as a permanent certificated employee who is elected to the Legislature shall be granted a leave of absence from his/her duties as an employee of the District by the Governing Board of the District.
- 2. During the term of such leave of absence, the employee may be reassigned by the school district to perform such less than full time service requiring certification qualifications for such compensation and upon such terms and conditions, as may be mutually agreed upon.
- 3. Such absence shall not affect in any way the classification of such employee.
- 4. Within six (6) months after the term of office of such employee expires, he/she shall be entitled to return to the position held by him/her at the time of his/her election, at the salary to which he/she would have been entitled had he/she not absented himself/herself from the service of the school district under this policy.
- 5. Notwithstanding any provision of the Education Code to the contrary, a person employed to take the place of any such employee shall not have any right to such position following return of such employee to the position.

ARTICLE XII - LEAVES OF ABSENCE (continued)

J. Military Service Leave

1. Military service leave shall be granted to every Bargaining Unit employee who enters or is called into active military service of the United States or the State of California during any period of declared emergency or during any war in which the United States is engaged.
2. For purposes of this leave, active military service also includes a uniformed auxiliary of any branch of such military service, the United States Merchant Marines and full-time paid service of the American Red Cross.
3. Such absence shall not affect in any way the classification of such employee.
4. Within six months after such employee honorably leaves such service or has been placed on inactive duty, he or she shall be entitled to return to the position held by him or her at the time of his or her entrance into such service, at the salary to which he or she would have been entitled had he or she not absented himself or herself from the service of the school district.
5. Military service leave shall be granted for military duty ordered for purposes of military training, drills, encampment, naval cruises, special exercises or like activity, providing that the period of ordered duty does not exceed 180 calendar days including time involved in going to and returning from such duty. The employee shall be entitled to receive his or her salary or compensation for the first 30 calendar days of any such absence, if the employee is currently in full paid status to the District and has been for one year prior to the leave. The employee shall make every effort to schedule the military leave at a time other than during the regular school year.

K. Pregnancy Leave

1. Pregnancy leave shall be granted by the District in accordance with the provisions of the Education Code and subject to the following conditions:

ARTICLE XII - LEAVES OF ABSENCE (continued)

- a. A pregnant employee may continue to work as long as her health will permit as certified by her doctor or other proof acceptable to the District and so long as she can carry out her duties and responsibilities. However, a pregnant employee must file a statement from her physician, or District-approved medical advisor, no later than the third month of pregnancy indicating the estimated date of delivery and the female employee is in good health and that in his/her judgment she can carry on her assigned duties and responsibilities without danger to herself or her child.
 - b. The use of sick leave for pregnancy-related disability shall be treated the same as any other disability for which sick leave is granted. In order to use sick leave for pregnancy disability, the employee must have been actually rendering paid service to the District immediately prior to the disability.
2. A pregnant employee, who wishes to take a personal leave to prepare for childbirth and is physically able to render service to the District, may request such a leave, without pay, for a time mutually agreeable to the employee and the District.

L. Child Care Leave

1. Child care leave shall be granted any employee upon request for a period of up to one school year. Such leave shall be without pay or credit toward service and shall not be considered as personal illness.
2. An employee on child care leave of a definite duration of more than 30 days may return to duty prior to the expiration of the leave provided that the position is still in existence and the District has not contracted with another employee to fill the position. If the leave request is for 30 days or less, the employee shall be returned to the same position.
3. This leave provision may be utilized for paternity and/or adoptions.

ARTICLE XII - LEAVES OF ABSENCE (continued)

M. Educational Improvement Leave

1. Leave for professional improvement, travel, research, writing, exchange teaching, Peace Corps Service and similar purposes of benefit educationally to the employee and to the school district may be granted without pay for a period not to exceed one year. Extension of leave may be granted by the Board upon recommendation of the Sabbatical Leave Committee and the Superintendent.
2. Application shall be forwarded to the Sabbatical Leave Committee. The committee shall establish its own operating procedures.
3. The Sabbatical Leave Committee will screen the request and submit to the Superintendent only those names of applicants which the Committee determines are worthy of consideration for an educational improvement leave.
4. The Superintendent shall submit the Committee's recommendations for educational improvement leave to the Board. In addition, the Superintendent may recommend any other employees from among the applicants for an educational improvement leave.
5. The Board will review the Committee's and the Superintendent's recommendations and determine whether an educational improvement leave will be granted.
6. Upon request by an employee involved, the Superintendent, or designee, will review the reason for the action taken with the applicant.

N. Leave for Conducting School Business or Professional Business

1. Leave of absence with pay for conducting the business of, or representing the Hayward Unified School District, must be approved by the employee's immediate supervisor and the Superintendent, or designee. Request for such leave must be in writing on the form provided by the Certificated Personnel Office.
2. Leave of absence with pay for conducting the business of, or representing a recognized professional educational organization, will be granted upon the approval of the employee's immediate supervisor and the Superintendent, or designee. Request for such leave must be in writing on the form provided by the Certificated Personnel Office.

ARTICLE XII - LEAVES OF ABSENCE (continued)

O. Administrative Approved Leave

1. Leave may be granted by the Superintendent, or designee, when it is deemed necessary, and when the purpose of the leave could not be extended at a time when school is not in session. Said leave shall not, except under very unusual circumstances, be granted during the first two weeks or the last two weeks of the school year and shall not be more than three consecutive days.
2. Application for Administrative Approved Leave shall be made to the principal who shall submit such application, together with his/her recommendation, to the Assistant Superintendent for Personnel, who shall make a recommendation to the Superintendent to determine whether the leave should be granted.
3. The amount to be deducted from the salary of the employee for the time the Administrative Approved Leave is granted shall not exceed the sum of the established daily salary a substitute for the number of days of leave granted.

P. Sabbatical Leave

1. Sabbatical Leave is defined as leave of absence granted pursuant to the Education Code to certificated employees for a period not to exceed one year for the purpose of permitting study which will benefit the school and pupils of the Hayward Unified School District. Subject to budgetary consideration, Sabbatical Leave will be granted to those qualified teaching personnel who show promise of improvement in their present or prospective teaching positions. No personnel shall use this leave to qualify for administrative credentials. Nothing herein shall be construed to require the Board of Education to grant any Sabbatical Leaves whatsoever.
2. It shall be clearly understood that Sabbatical Leave is a privilege granted by the Board of Education and is not an earned right. Such leave, if granted, shall be subject to the following conditions:

ARTICLE XII - LEAVES OF ABSENCE (continued)

- a. Sabbatical Leaves must be preceded by at least seven (7) consecutive years of certificated service, all of which shall have been served as a regular full-time certificated employee in this District. Up to one percent (1%) of the certificated non-management personnel may be granted sabbatical leaves during the same school year. Sabbatical leave for a period of less than one year could be considered.
- b. Application for sabbatical leave shall be on file in the Certificated Personnel Office not later than January 15 of the school year prior to the leave and must set forth the purposes for which the leave is requested and procedure for accomplishing same. The applicant will be notified within 60 days of the final filing date regarding the acceptance or rejection of the application.
 - (1) An applicant who wishes to undertake formal study shall agree to take ten (10) upper division or six (6) graduate hours per semester at an accredited university or institution of higher learning. At the conclusion of the leave, evidence of successful completion of the study program in the form of a certified transcript of work taken and grades earned shall be submitted to the Superintendent for presentation to the Board of Education.
 - (2) An applicant who wishes to travel during his/her Sabbatical Leave shall include with his/her application an itinerary of his/her trip which will include specific ways in which the trip will contribute to his/her improvement as a classroom teacher in the particular field in which he/she is engaged. At the conclusion of the leave, he/she shall submit to the Superintendent for presentation to the Board of Education a detailed written report verifying the accomplishment of the goals set forth in the application.
3. The application for sabbatical leave by Unit employees shall be screened by a committee of three (3) Bargaining Unit employees and three (3) Management employees. The Bargaining Unit employees shall be appointed by the Association. The District shall appoint the Management employees. The Assistant Superintendent - Personnel, or designee, shall act as an ex-officio nonvoting member.

ARTICLE XII - LEAVES OF ABSENCE (continued)

- a. Each appointee to the Sabbatical Leave Committee will serve for a term of at least one year. The appointments will be made on October 1, following the adoption of this contract.
 - b. The Sabbatical Leave Committee shall base its recommendations on the following factors: value of the leave to the students, District and individual. In the event of requests which cannot be ranked according to the above, because of equal overall value, length of service in the District will be used as the deciding factor. It will be left to the discretion of the Committee as to the importance given each factor.
 - c. The Committee shall submit to the Superintendent, or designee, only those names of applicants which the Committee determines are worthy of consideration.
 - d. The Superintendent, or designee, shall submit the Committee's recommendations for sabbatical leave to the Board. In addition, the Superintendent may recommend to the Board any other candidate from the list of applicants for Sabbatical Leave.
 - e. The Board will review the Committee's and the Superintendent's recommendations and determine whether a Sabbatical Leave will be granted.
 - f. Upon request by an employee involved, the Superintendent, or designee, will review the reason for the action taken with the applicant.
4. Compensation While on Sabbatical Leave
- a. Compensation for teacher personnel while on Sabbatical Leave shall be seventy-five percent (75%) of the salary in accordance with the provisions of the Hayward Unified School District Certificated Salary Schedule in effect during the period of the leave.
 - b. Certificated Unit employees requesting Sabbatical Leave shall state on the application blank whether or not they expect salary payment during the course of the Sabbatical Leave. This statement shall constitute final election concerning the Sabbatical Leave salary payment and is not subject to change.

ARTICLE XII - LEAVES OF ABSENCE (continued)

- c. Compensation while on Sabbatical Leave shall be in keeping with the Education Code.
 - (1) Compensation granted by the governing board to the employee on leave may be paid in two (2) equal annual installments during the first two years of service rendered in the employ of the governing board following the return of the employee from the leave of absence, or,
 - (2) The compensation shall be paid the employee while on the leave of absence in the same manner as if the employee were teaching in the District, upon the furnishing by the employee of a suitable bond indemnifying the governing board of the District against loss in the event that the employee fails to render at least two years' service in the employ of the governing board following the return of the employee from the leave of absence. The bond shall be exonerated in the event the failure of the employee to return and render two years service is caused by the death or physical or mental disability of the employee, or,
 - (3) If the governing board finds and by resolution declares that the interests of the District will be protected by the written agreement of the employee to return to the service of the District and render at least two years service therein following his/her return from the leave, the governing board in its discretion may waive the furnishing of a bond and pay the employee on leave in the same manner as though a bond is furnished.

5. Accident and Illness on Sabbatical Leave

- a. In case of injury to, or other illness of the employee during leave which prevents completing the purpose of the leave, the Sabbatical Leave will be terminated and all provisions for sick leave will apply. These provisions will take effect on the first day of the next pay period following notification of said illness to the Superintendent, or designee, verified by a medical doctor's or medical advisor's report. Upon release by a medical doctor, or medical advisor, the employee will return to regular duty for the remainder of the school year to be assigned, as needed, at the discretion of the Superintendent (substitute, etc.). The subsequent year the employee will be reassigned as if the Sabbatical Leave had been completed.

ARTICLE XII - LEAVES OF ABSENCE (continued)

- b. Both the governing board of any district and the District shall be freed from any liability for the payment of any compensation for damages provided by law for the death or injury of any employee of the district employed in a position requiring certification qualifications when death or injury occurs while the employee is on any leave of absence granted under the provisions of the Education Code.

6. Continuity of Service

- a. Such leave shall be counted as a year of service and experience on the salary schedule.

7. Additional Employment and Compensation

- a. Since the purpose of this leave is study, the applicant will agree not to accept other employment during the period of his/her leave unless it pertains directly to his/her study program and then only with the approval of the Superintendent. In no case, will the amount received from Sabbatical Leave pay and remuneration from other employment, grants or stipends exceed the regular salary of the employee. Should the amount of the other remuneration, grant or stipend be sufficient to cause the employee's regular salary to be exceeded, the Sabbatical Leave pay will be reduced by an amount the employee would have received had he/she not taken the leave.

Q. Catastrophic Leave

1. The purpose of the catastrophic leave bank is to provide paid leave to unit members who have suffered from a personal catastrophe (such as destruction of their home or prolonged illness) after the unit member has exhausted all other paid leaves.
2. A three member approval committee consisting of unit members selected by the Association shall have the responsibility of receiving requests, approving or denying requests, and communicating its decision to the unit member, the Director of Personnel and HEA. The committee shall not grant more leave to an individual or groups of individuals than is contained in the Catastrophic Leave Bank.

ARTICLE XII - LEAVES OF ABSENCE (continued)

- a. The Director of Personnel shall approve grants as submitted by the approval committee. Such grants shall be forwarded to the Office of Payroll as authorization for payment.
 - b. The committee shall make its decision based on the relative need and shall make reasonable efforts to preserve an adequate leave balance to cover future emergencies. The committee shall not grant leave for industrial injury.
 - c. Decisions made by the committee and approvals made by the Director of Personnel shall not be subject to the grievance procedure.
3. Employees may contribute sick leave to the Catastrophic Leave Bank during the Health and Welfare benefit "open enrollment" period. Any new hire shall have thirty (30) days from date of employment to enroll. The committee may announce a call for further sick leave contributions during the course of the school year, provided that the committee shall not issue more than two additional calls per school year. All unit members are eligible to contribute to the Catastrophic Leave Bank. A unit member may contribute a maximum of one (1) sick leave day per year. Only earned or annual illness/injury leave may be contributed to the Bank.
 - a. The number of days in the Catastrophic Leave Bank shall not exceed half (1/2) the number of members in the bargaining unit as of November 30 of that school year.
4. All unused sick leave days which may remain in the bank at the end of the fiscal year shall be carried over to the next fiscal year.
5. Employees contributing any portion of their leave balance to the Catastrophic Leave Bank shall contemporaneously execute a document: (a) acknowledging that their contribution is voluntary and irrevocable; (b) pledging that they shall not initiate any demand, claim, or cause of action alleging that their contribution to the bank should be rescinded; and, (c) indicating that they shall hold the District, HEA and their agents harmless against any suit or administrative claim alleging that the sick leave bank is unlawful or that their contribution to the bank was unlawful and should be returned.

ARTICLE XII - LEAVES OF ABSENCE (continued)

6. Employees seeking to receive catastrophic leave benefits shall, as part of their application, execute a document pledging that the District, HEA and their agents shall be held harmless against a suit or administrative claim alleging that the committee erred by not granting catastrophic leave benefit.

R. General Unpaid Leave

The District shall make every reasonable effort to accommodate and grant an employee's request for an unpaid leave of absence for one (1) year. The District may extend the leave for an additional year.

S. General Provisions Governing Leaves

1. No leave of absence when granted to a probationary employee shall be construed as a break in the continuity of service required for the classification of the employee as permanent.
2. An employee returning from leave of absence shall return to the same position held at the time said leave commenced, or if that position is no longer in existence, to an equivalent position related to the employee's recorded certification or credential.
3. Both the Board of Education and the District shall be freed from any liability for the payment of any compensation or damages provided by law for the death or injury of any employee of the District employed in a position requiring certification qualifications when the death or injury occurs while the employee is on any leave of absence granted under the provisions specified in the Education Code.
4. Whenever an employee is on leave, for illness or otherwise, he/she shall notify the District office or his/her principal by the end of the school day of his/her intention to return to duty the following day. Failure to notify the District may result in the amount of the substitute's salary being deducted from his/her pay. An employee may request a particular person be considered as a substitute during his/her leave of absence.
5. An employee on unpaid leave of absence may arrange with the Personnel Office to continue his/her health and welfare benefits provided it is acceptable to the insurance company(ies).

ARTICLE XII - LEAVES OF ABSENCE (continued)

6. The District shall provide the Association with an annual report stating the number of applications received for leaves other than sick leave, the types of leave requested, and whether or not the leave was approved.
7. The term "immediate family" is defined as mother, father, sister, brother, wife, child, grandmother, grandfather, son-in-law, daughter-in-law, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, or any person living in the immediate household of the employee with whom the employee has a relationship similar to that which exists within a family, including domestic partner, who have resided in the unit member's household for at least one (1) year.
8. Notwithstanding the provisions of this article, the benefits of The Family Rights Act of 1991 (AB77) and The Family Leave Act of 1993 shall be provided to the members of the bargaining unit. However, their application shall not be interpreted so as to reduce or eliminate any benefit provided within this article.
9. Unit members with a disability shall be granted the full rights, protection and benefits of the Federal Americans with Disabilities Act of 1990.
10. The District acknowledges HEA's right to represent bargaining unit members, upon request, regarding Family Leave Act and Americans with Disabilities Act disputes arising hereunder. If an employee administratively appeals a denial of accommodation under ADA or leave under FLA, a copy of the appeal will be issued to HEA unless the employee objects.
11. Whenever a unit member requests a non-paid leave of absence to reduce his/her percentage of full-time employment, the request shall be granted if a qualified replacement can be found. A unit member who has been granted a reduced assignment shall be granted a non-paid leave of absence. The District may adjust the specific percentage of leave to be granted based on objective operational and scheduling needs. The District shall also reasonably accommodate requests for renewal of such non-paid leaves of absence.

ARTICLE XIII

CLASS SIZE

A. Elementary Class Size

1. At the elementary level, the maximum class size shall be 32. When the principal determines that the 32 maximum must be exceeded, the chairperson of the local curriculum council, the local Association representative, and the teacher will be immediately notified by the principal, and may recommend alternative placement for the additional student(s).
2. Classes may exceed this maximum by two students for valid needs with respect to appropriate groupings and balancing of teaching loads. A further exception of one may be made with the approval of the receiving teacher and the local curriculum council. 30.4 is the formula basis for allocation of teachers at the elementary level.
3. Class adjustments and transfers shall be completed within the maximum during the first 15 days of the school year.

B. Secondary Class Size

1. At the secondary level, the maximum class size shall be 34 in all classes, with exceptions permitted as follows:

Typing 36, Physical Education 47 and Band and Chorus as arranged between principal and instructor.
2. In each class in the following areas the number of pupils shall not exceed the number of work stations in the classroom in order to comply with safety regulations:

Science, Industrial Technology, Vocational Arts, Homemaking and Art.
3. There shall be an adjustment period of no longer than 15 school days at the beginning of the school year and five days at semester to balance classes in line with the class size maximums as stated in paragraphs 1 and 2. No later than the end of the adjustment period, the principal shall provide the chairperson of the local curriculum council and the local Association representative a complete report on class size.

ARTICLE XIII - CLASS SIZE (continued)

4. The curriculum council and the local association representative will review each class situation that exceeds the maximum stated above. After consultation with each teacher who is assigned a class size over the maximum, the curriculum council and local association representative may recommend alternative placement for each additional student.
5. The maximum stated in paragraph 1 may be exceeded by no more than three students when that becomes necessary in order to accept and assign students to class. In no event may any physical education teacher be assigned more than 245 students or student hours daily, band and chorus teachers 235 students or student hours daily, and all other teachers 170 students or student hours daily.
6. Except for the 15 day adjustment period at the beginning of the year, and five days at semester, the local curriculum council, local Association representative, and the teacher(s) involved will be consulted for recommendation(s) for alternative placement(s) for additional student(s) above the maximum in paragraph 1.
7. Special Education: The pupil-teacher staffing ratio goal in each class in the following areas of special education shall not exceed the maximum as established by law: Aurally Handicapped, Educationally Handicapped, Educable Mentally Retarded and Trainable Mentally Retarded.

C. Counselor Case Load

The counselor case load shall be at least one full time counselor at each comprehensive high school, and the intermediate and the Continuation High School will each have at least a counselor half time.

D. Special Education

The pupil-teacher staffing ratio in each class in the following areas of Special Education shall not exceed the maximum as established by law or the consortium:

Special Day Classes and Centers, Resource Specialist Programs, Designated Instruction & Services (D.I.S.), Speech Therapists.

ARTICLE XIII- CLASS SIZE (continued)

The District will take reasonable steps necessary to maintain class sizes and case loads consistent with special funding limitations. The District will attempt not to use General Funds to subsidize these programs.

The District will make reasonable effort to maintain class sizes and case loads so that within exceptionally groupings and services such sizes and loads are reasonably and equitably distributed.

- E. If the State provides money specifically designed to lower class size, the Association and the District agree to meet and negotiate the use of said money to the extent authorized by law.

ARTICLE XIV

EVALUATION

A. Objective

1. It is understood and agreed that the intent of evaluating employees is to maintain and/or improve the quality of education in the District. Those responsible for evaluation are expected to follow orderly methods of identifying strengths and deficiencies and shall maintain accurate and impartial objective records as set forth in the evaluation procedures.
2. A Unit member shall have the right to inspect the member's evaluation file maintained at the member's school site at times when the Unit member is not otherwise required to perform services for the District. The evaluator or designee will monitor the review.
3. The personal life of a unit member is not an appropriate concern of the District for purposes of evaluation or disciplinary action unless it affects the unit member's performance of his/her duties.

B. Procedures

1. Goals and Objectives

Program goals of the District, the established standards of expected pupil achievement, and goals and objectives of the school, the grade level, and/or the department, the appropriate position description and evaluation worksheets shall be made available to each employee in written form during the first 10 days of the instructional year. Prior to evaluation, there shall be a review of the evaluation procedures with appropriate Unit employees.

Unit employees shall not evaluate other Unit employees.

2. Conferences

a. Initial Conference

No earlier than ten (10) instructional days or later than October 25 of the school year in which evaluation is to take place, the evaluator and the employee(s) shall meet and discuss the

ARTICLE XIV - EVALUATION (continued)

elements, including standards and assessment techniques, upon which evaluation is to be based. Evaluation dates must also reflect the schedule of the year-round school.

- (1) The employee shall be evaluated on one or more of the following criteria:
 - (a) Management of the classroom which includes
 - setting and maintaining appropriate classroom standards with students
 - maintaining classroom control and discipline
 - dealing effectively with difficult students
 - teaching to independence
 - maintaining physical learning atmosphere relevant to instructional programs
 - organizing the classroom program to utilize teacher, pupil and support staff time effectively
 - (b) Management of the instructional process which includes
 - diagnosis and grouping of students
 - accommodating individual differences
 - using appropriate objectives, methods, activities and materials
 - teaching to an objective
 - applying principles of learning (i.e. motivation and reinforcement)
 - having an adequate knowledge of subject matter
 - extending students' thinking skills
 - maintaining effective interpersonal relationships with students
 - (c) Organizing and planning which includes
 - maintaining adequate lesson plans
 - maintaining adequate student records
 - (d) District policies or administrative regulations.
 - (e) Professional preparation.

ARTICLE XIV EVALUATION (continued)

- (f) Other criteria as determined by the Board or administration and discussed with the employee on or before October 25 of the school year. In the case of a year-round school teacher an appropriate date will be set up to reflect his/her school year.
 - (2) The evaluatee and the evaluator shall review the elements of the evaluation, the necessary support requirements, and any related exceptional circumstances and conditions. After the review, the evaluatee and the evaluator may, at this time, sign the worksheet or sign an amended worksheet and a copy shall be kept by each. If agreement on the worksheet is not reached at this meeting, the evaluatee shall be given upon request five (5) days to review the worksheet to determine whether to sign the worksheet or declare an impasse.
 - (3) Any impasse regarding the evaluation worksheet shall be resolved by the chairperson of the appropriate District Curriculum Council and the Assistant Superintendent for Personnel, or designee.
- b. Review Conference
- The prime evaluator shall conduct a conference within 15 days after the opening of school for any employee who was marked "Requires Improvement" or "Unsatisfactory" for the previous year.
- c. Interim Evaluation Conferences
- (1) An interim evaluation report and conference for Probationary I employees and an employee who was evaluated "Requires Improvement" or "Unsatisfactory" the previous year shall be completed on or about December 15. The interim evaluation report shall be completed and submitted to the unit member at least one (1) day prior to the conference.
 - (2) A second interim evaluation report and conference shall be completed on or about March 1. The interim evaluation report shall be completed and submitted to the unit member at least one (1) day prior to the conference.

ARTICLE XIV-EVALUATION (continued)

d. Summary Evaluation Conference

- (1) No later than thirty (30) calendar days prior to the last school day on the calendar, the summary evaluation report shall be completed and submitted to the Unit member at least one day in advance of the conference. The summary evaluation conference shall take place at this time, or shortly thereafter, but in no event later than ten (10) school days prior to the last school day.
- (2) If the composite evaluation on the summary evaluation report is marked "Requires Improvement" or "Unsatisfactory," the evaluator shall complete the performance evaluation addendum form.

e. Observation Conferences

- (1) Whenever the evaluator observes an employee in the evaluation process, the evaluator and the employee shall meet as soon as possible following the observation to review and discuss the lesson prior to completion of the Observation Report. Following the conference, the Observation Report will be completed and distributed to the employee for signature.
- (2) During the evaluation process, one of the classroom observations conducted by the evaluator shall be scheduled two (2) days in advance of that observation. This scheduled classroom observation shall be a minimum of 30 minutes in length.
- (3) Other classroom observations shall be at least 20 minutes in length. Observations of shorter duration may be included on the summary evaluation report.
- (4) A unit member in a split assignment may request additional observations by a secondary evaluator. The primary evaluator may also request that a secondary evaluator conduct observations. In either case cited above, each additional observer will be limited to two (2) observations. These observations shall be transmitted to the primary evaluator and become part of the evaluation.

ARTICLE XIV - EVALUATION (continued)

3. Counseling and Assistance

The evaluator shall provide specific counseling and assistance to the evaluatee on elements that have been considered unsatisfactory or requiring improvement.

- a. The evaluator shall describe in writing the particular problems, the specific assistance to be provided, and the expected results of such assistance.
- b. Counseling and assistance recommendations shall be provided on an ongoing basis during the school year.

4. Frequency of Evaluation

Permanent employees will be evaluated at least every other year; other employees will be evaluated annually. The administration may evaluate any employee annually.

5. Records

- a. The employee shall have the right to attach a written reaction or response to each evaluation document prepared as a part of this procedure.
- b. The evaluator's records shall be located at the site of the evaluatee's current assignment or in the personnel file of the evaluatee located in the Certificated Personnel Office.

6. Forms

- a. The forms used in the procedure shall be: The Evaluation Worksheet, the Interim Evaluation Report, the Observation Form, the Summary Evaluation Report, and the Summary Evaluation Addendum. These forms are included in Appendix H of the Agreement.
- b. Any change in the format and content of these forms shall be by mutual agreement of the parties.

ARTICLE XIV - EVALUATION (continued)

c. Disposition of Forms

(1) Evaluation Worksheet

- (a) Original copy shall remain in evaluator's file to be forwarded to the Certificated Personnel Office when action for non-reemployment is initiated
- (b) One copy shall be retained by evaluatee.
- (c) The original copy may be discarded at the option of the evaluator after the Summary Evaluation Report is filed in the Certificated Personnel Office.

(2) Interim Evaluation Report

- (a) Original copy shall be forwarded to the Certificated Personnel Office as appropriate.
- (b) One copy may be retained by the evaluatee.

(3) Assessment/Observation Report

- (a) Original copy shall remain in evaluator's file to be forwarded to the Certificated Personnel Office when action for non-reemployment is initiated.
- (b) One copy shall be retained by the evaluatee.
- (c) The original copy may be discarded at the option of the evaluator after the Summary Evaluation Report is filed in the Certificated Personnel Office.

(4) Summary Evaluation Report

- (a) The form shall be held by the evaluator for a period of ten (10) working days in order to provide the evaluatee with an opportunity to attach comments.
- (b) Original copy shall be forwarded to the Certificated Personnel Office.

ARTICLE XIV - EVALUATION (continued)

(c) One copy shall be retained by the evaluatee.

(d) One copy shall be retained by the evaluator.

(5) Performance Evaluation Addendum

Each copy shall be attached to the corresponding copy of the Summary Evaluation Report.

(6) Materials not needed to support the evaluator's Summary Evaluation Report shall not be retained by the evaluator for more than four (4) years.

7. Follow-Up Conference

If after any observation or evaluation conference, a Unit employee has concern involving the evaluation or observation report, a second conference shall be held upon request. The unit employee may have a representative present.

C. Complaints

The Board shall consider only written complaints processed through administrative channels, directed against any Unit employee of the District. The employee's supervisor, or principal, shall inform the complainant of the procedures as outlined in the Administrative Regulation 1312.1. The supervisor shall at this time inform the Bargaining Unit employee of the direction given the complainant. When the complaint is anonymous, the supervisor may not proceed with an investigation, unless the District is required by law to investigate. Any Unit employee against whom a complaint is filed shall receive a copy of the complaint and the administrative action taken. The employee shall have the right to seek to meet with those making accusations in order to resolve the problem. Upon request, the administration shall request a meeting of the complainant and the Unit employee for the purpose of attempting to resolve the problem. No disciplinary action or negative evaluation may occur as the result of an unsubstantiated complaint.

ARTICLE XV

TRANSFER PROCEDURES

A. Definition of Terms

1. **Vacancy:** A vacancy is an unfilled full-time or part-time certificated position which cannot be filled by a temporary or substitute employee.
2. **Assignment:** Assignment is the placement of certificated personnel new to the District.
3. **Reassignment:** Reassignment is the placement within the same building of a certificated employee in a different position with a position description different from that presently held.
4. **Transfer:** Transfer is any relocation (school to school) of certificated personnel, which may result in the employee working in a position with a different position description.
5. **Posting Period:** Posting Period is defined as commencing when the first day notice is available to Bargaining Unit employees.
6. **Program Need:** A program need is an identified certificated position within the bargaining unit necessary to provide the instructional curriculum or other required programs established or revised by formal action of the Board of Education.
7. **Affirmative Action Program:** Affirmative Action Program is an employment program, in conformity with state and federal statues, regulations and guidelines, with planned activities designed to seek, hire, and promote persons who are under-represented in the work force compared to their number in the population, including handicapped persons, women and persons of diverse racial and ethnic backgrounds.
8. **Job Sharing:** Job sharing is the placement of two unit members who voluntarily agree to work part-time performing work that ordinarily would be performed by one full-time unit member.

ARTICLE XV - TRANSFER PROCEDURES (continued)

9. Split Assignment: Split assignment refers to assignments at more than one site filled by one unit member.

B. Assignment

1. The Superintendent or designee shall assign all newly appointed and continuing personnel to their specific positions within that area, subject, and/or grade level for which the Board has appointed them and within the scope of their certificate or credential and/or their major or minor fields of study.
2. Assignment - no later than one week prior to the end of school, Unit members at a school shall be given written notice of their tentative assignments for the following year. In making the determination of the assignments, the Superintendent or designee shall give priority to unit members on split assignments to the extent provided in sections C.6. and C.7. below.
3. In meeting program needs a Unit member will be required to render only a service which the Unit member is certificated and competent through training or experience to render as determined by the Assistant Superintendent for Personnel.
4. A Unit employee who is reinstated following a leave of absence shall return to a comparable position as that held by the employee at the time of the granting of the leave of absence or the same position, if available.
5. For each school year, the District shall first seek qualified volunteers prior to assigning a Unit member to a seventh period class at the secondary level. When volunteers are not available, the District shall rotate the seventh period assignments on a yearly basis among qualified Unit members within each department responsible for teaching a seventh period class at the site. Qualified includes credential, teaching experience and other job related criteria.

ARTICLE XV-TRANSFER PROCEDURES - (continued)

6. Before assigning a Unit member to an elementary combination class, the District shall first seek a qualified Unit member volunteer at the site the combination class is to be assigned. If no qualified Unit member volunteers, the District will attempt to rotate combination classes provided that there are qualified candidates at the site and the rotation of the combination class assignment is in the best interest of the District.
7. Upon request of a Unit member who is required by the District to be moved to another office or classroom at the same site, the District shall assist in the move. The appropriate administrative director shall determine whether to provide additional help, release time, or other forms of assistance.

C. Posting and Filling Vacancies

1. Lists of all known vacancies which occur shall be posted in all school buildings when schools are in session and in the Personnel Office when schools are not in session. Copies shall also be delivered to the exclusive representative. Lists shall be updated as necessary until all vacancies are filled.
2. Each vacancy listed shall include the following information: (1) site location of the vacancy; (2) grade level or subject matter assignment; and (3) the closing date for applications if appropriate.
3. Vacancies occurring from June 1 to three (3) weeks prior to the opening of school will be posted for ten (10) calendar days. Vacancies occurring between the three (3) weeks prior to the opening of school and October 1 will be posted until filled. Vacancies occurring between October 1 and May 31 will be posted for three (3) school days or if the vacancy occurs immediately before or during winter or spring break for five (5) calendar days.
 - a. A list of vacancies between June 1 to three (3) weeks prior to the opening of school shall be sent via first class mail to those Unit members who have submitted a request for transfer form and a stamped self-addressed envelope to the Personnel Office.

ARTICLE XV - TRANSFER PROCEDURES (continued)

4. Hiring of candidates from outside the District for known vacancies shall not take place until after the posting periods set forth in "3" above and only if the position is not filled by a Bargaining Unit employee who has made an application for a voluntary transfer.
5. Employees applying for the same vacancy will be measured according to the following criteria: (1) credential, educational preparation, work experience; (2) seniority; (3) evaluation of past performance. If after application of the criteria, two or more candidates are equally qualified, selection of this candidate shall be made in the interest of program needs, so long as the selection does not conflict with the adopted goals of the affirmative action program.
6. Employees with Split Assignments: Notwithstanding any other provisions of this agreement, employees with split assignments shall, upon application for a vacancy, be given priority over all other unit members and outside applicants for a position within his/her program in direct order of district seniority, provided that:
 - a. he/she is certified to fill the vacancy; and,
 - b. there is no unit member more senior on the involuntary transfer list who might otherwise fill the vacancy; and,
 - c. the District determines the more senior applicant(s) to be at least as qualified as more junior applicant(s) based on work experience and formal evaluations.
 - d. In the event of equally qualified top applicants with split assignments, selection shall be made on the basis of seniority.
7. A prep teacher seeking to move into a vacancy in the regular education program who is certified and qualified for the position and is at least as qualified as the other applicants based on the criteria in section C.5. shall receive preference for that position. In the event that two or more equally qualified prep teachers are the most qualified for the position, seniority shall apply.

ARTICLE XV - TRANSFER PROCEDURES (continued)

D. Employee Initiated Request for Transfer

1. An employee desiring a transfer shall notify the Certificated Personnel Office by submitting a District form which will specify the change in grade level and/or subject assignment and/or location desired. The form shall consist of two copies; one copy shall be kept at the District personnel office and the employee shall retain the other copy. The forms will be available at all sites where there are certificated employees, at the District personnel office, and at the office of the Association. Upon request of a Unit employee, the request for transfer will be kept confidential by the Personnel Office until the employee's application for a specific position is under consideration.
2. Receipt of the application will be confirmed by the District personnel office within five (5) days.
3. All requests for transfer to fill a vacancy, including those filed to fill a posted vacancy, will be considered, and selection made through the established selection procedures set forth in Section C. herein.
4. Whenever possible, within ten days after the closing date for applications, all posted vacancies are to be filled and all applicants for the position will be so advised.
5. Should there be vacancies that are not filled as outlined in D.3 above, then those would be open to new teachers.
6. A Bargaining Unit employee will not be eligible for transfer for the final year prior to receiving tenure except in unusual situations or for changes of enrollment.
7. A request for voluntary transfer or reassignment shall be initiated at the employee's own volition.
8. If, in the opinion of the District, a transfer of a Unit member during the regular school year or during the year round school year would cause undue strain on the class or classes involved, that opening may be filled with a temporary or limited term new-hire to complete the term or year on an interim basis. A Unit member who requests the transfer and is accepted for the position, or a similar position, shall be transferred to the said position at the beginning of the next semester or school year.

ARTICLE XV - TRANSFER PROCEDURES (continued)

9. Unit members assigned to District-wide programs such as but not limited to music, library, special education, elementary prep and counseling, shall have the right to request specific assignments within their program. In response to such requests, the District shall use the same criteria as set forth in C.5. above.

E. Administrative-Initiated Transfers or Reassignments

1. Administrative transfers or reassignments may be made for cause only, except, when necessary for proper placement of involuntary transferees, and can be effectuated only when there exists a position for which the employee is qualified. Written notice of such action, together with reasons, shall be given to the employee fourteen (14) days in advance or as soon as practical.
2. After school has opened for the first semester, at least two working days without classroom duties will be provided for moving and preparation time, if requested.

F. Transfers Due to Enrollment Decline and/or Program Elimination-Reduction-Revision (Including but not limited to ECE, RISE, CAP and Year-Round School)

1. Definition:

An involuntary transferee is a certificated Bargaining Unit employee whose previous assignment is not available due to school consolidation, program elimination-reduction-revision, or loss of enrollment, or an employee who is returning from leave whose previous assignment is no longer available.

2. Procedures for transfer under this section shall be:

- a. In the event of program reduction or revision involving a year round school or an alternative basic education school not resulting in reduction of staff, the principal shall ask if any employee(s) desire to transfer. Such request(s) shall be honored as an involuntary transfer, so long as the request is made prior to the close of the preceding school year.

ARTICLE XV - TRANSFER PROCEDURES (continued)

- b. In the event that loss of enrollment and/or program elimination-reduction-revision results in necessary staff reductions, the basic consideration will be seniority in the District in selecting the individuals to be transferred. Additional considerations may include meeting specific personnel requirements needed for maintaining a balanced program, maintaining a program not scheduled for elimination and other program needs.
 - (1) In selecting the employee(s) to be transferred, the principal shall first ask the staff if there is anyone desiring to transfer. If more than one employee desires to transfer, the most senior employee receives first preference. If no employee desires a transfer, the least senior employee will leave the school pursuant to F.2.b. Seniority shall be considered in the following priority order:
 - (a) District-paid service in the Hayward Unified School District (excluding voluntary unpaid leaves of one semester or longer).
 - (b) District-paid service at the school site (excluding voluntary unpaid leaves of one semester or longer).
 - (c) Seniority number.
 - (2) Bargaining Unit employees who are being moved from their existing assignments will receive, in writing, the reason(s) for the transfer, and, upon request, will have a personal conference with the appropriate administrator.

ARTICLE XV - TRANSFER PROCEDURES (continued)

- c. Employees in a pool of involuntary transferees shall have priority over Unit members who have requested voluntary transfer or reassignment pursuant to Section D. herein, and shall receive assignments as follows:
 - (1) In order of seniority each employee shall communicate by telephone with the Assistant Superintendent for Personnel or shall meet with the Assistant Superintendent for Personnel at a time designated by the Assistant Superintendent for Personnel and shall designate those specific positions desired from the list of available vacancies, and confirm a mutually acceptable transfer.
 - (2) If a transfer is not mutually agreed upon, the employee will be asked to wait until all other involuntary transferees have had an opportunity to mutually agree upon a placement.
 - (3) At the conclusion of the process in c.(2) above, employee(s) remaining without a position may be administratively placed providing the District justifies to each employee, in writing, why seniority was not used.
- d. Upon request of an employee being transferred, the District shall assist in the move, transportation and reassembling of instructional equipment and materials related to the employee's work assignment. In transfers or reassignments occurring after school has opened for the fall semester, at least two working days without classroom duties will be provided for moving and preparation time.

G. Job Sharing

- 1. Unit members wishing to engage in job sharing will fill out a request form stating the grade level and/or subject area to be shared. The application shall be placed in a District Job Share Clearinghouse File and shall be open to examination by any unit member who has filed a job share form. If, upon such examination, a unit member finds a potential job share, he/she shall be responsible for the initial contact with the other applicant.

ARTICLE XV - TRANSFER PROCEDURES (continued)

2. Applications from two unit members who wish to share an assignment for the following year should be submitted to the District by April 1, of the school year preceding the assignment.
3. Participation in this program shall be on a voluntary basis only and by mutual agreement between the District, the principal(s), and the unit members.
4. Current part-time unit members shall have priority over new hires for participation in job sharing as the partner of a full-time unit member who opts for this provision.
5. Unit members who participated in job sharing shall have the right to return to full-time status in the following year if employed full-time. Such unit members who notify the District in writing before March 1 that they are asserting their right to return to full-time status in the following year shall be returned to full-time status. The District shall make reasonable efforts to accommodate requests received after March 1. Notwithstanding the unit member's possible failure to notify the district of his/her intent to return prior to March 1, however, the unit member's right to continued employment in the district consistent with his/her full-time status shall be preserved. If the District is unable reasonably to accommodate , the employee shall continue with the same percent of FTE held in the prior year, and will be guaranteed return to his/her full-time status in the second year following the year in which the late request was made.
6. Job sharing may include but need not be limited to: division of days, segmenting days of the school week, and/or semesters of the school year in order that the assignment might be shared.

ARTICLE XVI

ASSOCIATION RIGHTS

- A. The District and the Association shall, upon request, provide information of a non-confidential nature including, but not limited to, names and addresses of Unit employees pertaining to employee relations and other matters which may be of concern and interest to each other. Requests for said information shall be met within a reasonable time.
- B. Upon written request, the District shall supply the Association with a list of the names and assignments of all new teachers hired by the District for the school year no later than October 15 or two weeks after receiving the request, whichever is later.
- C. At the time of employment, the District shall give to each newly hired Unit member the current Association payroll deduction authorization form.
- D. The Association shall have the use of employee mailboxes and the intra-district mail system for purposes of distributing communications to their members and Unit employees. Copies of any general District announcement placed in employee boxes or sent through the intra-district mail system will also be sent to the principal of the school(s) where distributed and to the Superintendent.
- E. The Association shall have the right to use at least one bulletin board in each school or building for the purpose of posting notices of activities and matters of concern to the Association and/or the Bargaining Unit.
- F. The Association shall be provided the opportunity to announce meeting dates and agenda items during regularly scheduled faculty meetings.
- G. School facilities may be used by local school units of the Association if there is no conflict with other official school use and upon proper notification and approval.
- H. School facilities shall be made available to the Association before or after regularly scheduled school hours and upon completion of application according to the "Civic Center Act."
- I. The Association shall have the right to transact official business on school property with Unit employees before and after school hours and during the employees' lunch period provided that this shall not interfere with or interrupt school operations.

ARTICLE XVI - ASSOCIATION RIGHTS (continued)

- J. The designated representatives of the Association shall have access to Unit employees on school property before and after school hours and during the employees' lunch period. Representatives of the Association shall report to the office before visiting an employee on the school premises.
- K. Only Unit employees who are members of the Association shall have the right to have dues deducted from their warrants. Any employee who is a member of the Association or who is eligible for membership may sign and deliver to the District an assignment authorizing deduction of membership dues. Such authorization shall continue in effect unless revoked in writing. Pursuant to such authorization, the District shall, beginning with the first salary warrant of the school year, deduct one-tenth (1/10) dues from each salary warrant for ten months. Deductions for authorization submitted after the issuance of the first warrant shall be appropriately prorated to complete payment by the following June. Dues are to be promptly submitted to the Association.
- L. The Association may designate local site representatives in matters pertaining to employer-employee relations.
- M. All employees in the Unit must retain their membership in the Association for the duration of this agreement, except that any Unit member may withdraw from the Association during the 30 day period following the expiration of this agreement.
- N. All new Unit employees who do not elect to join the Association within thirty (30) days from the commencement of assigned duties, shall as a condition of continued employment pay to the Association a service fee in an amount equal to regular membership dues.
- O. 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 the Hayward Education Association/CTA/NEA as a condition of employment; except that such Unit member shall pay, in lieu of a service fee, sums equal to such service fee to a charitable non-profit organization from a list designated by the Board of Education. Said list shall include Scholarships, Inc., Hayward Education Fund, and two other charitable non-profit organizations.
 - 1. Proof of payment and a written statement of objection along with verifiable evidence of membership in a religious body described in section O above, shall be made on an annual basis to the Association and District as a condition of continued exemption from the provisions in section M above.

ARTICLE XVI - ASSOCIATION RIGHTS (continued)

Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof of payment in full or tenthly payment obligation shall be presented to HEA on or before October 5.

- P. Payment of the service fee to the Association shall be made either by authorizing the District to deduct one-tenth of such fee from the regular salary check of the employee each month for ten (10) months, or by a single lump-sum cash payment directly to the Association, or by other arrangement agreeable to the employee and the Association. The District shall remit such deductions for service fee to the Association. Employees hired after the commencement of the school year shall pay a prorated service fee in accordance with established categories for part-time employment.
- Q. Payment of the in-lieu service fee to a listed non-profit organization shall be made by authorizing the District to deduct one-tenth of such in-lieu fee from the regular salary check of the employee each month for ten (10) months, or by a single lump-sum cash payment directly to the non-profit organization, or by a payment plan acceptable to the non-profit organization. Employees hired after the commencement of the school year shall pay a prorated in-lieu service fee. Employees who are employed less than full time shall pay a prorated service fee in accordance with established categories for part-time employees.
- R. In the event that a Unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in section P, the Association shall so inform the District, and the District shall immediately begin payroll deduction as provided in Education Code section 45061 and in the same manner as set forth in section P of this Article. There shall be no charge to the Association for such mandatory agency fee deductions.
- S. A Unit member hired prior to school opening shall provide the Association proof of payment of the in-lieu fee by payroll deduction, single lump-sum payment or payment plan no later than October 5. A Unit member hired after the beginning of the work year shall provide said proof within thirty (30) days of the date of employment.

ARTICLE XVI - ASSOCIATION RIGHTS (continued)

- T. The Association shall indemnify and hold harmless the District and its Board individually and collectively from any legal costs and damages arising from claims, demands, or liability incurred by reason of litigation arising from this Article. CTA shall have the exclusive right to decide and determine whether any action or proceeding referred to in this Article shall or shall not be compromised, settled, dismissed or appealed. If the action or proceedings is compromised, settled or dismissed, or if the Association decides not to appeal such action or proceeding, the District shall not litigate the matter further.

- U. The Board shall, upon request, grant a full or half year leave to the President of the Association during his/her term of office. The President's term of leave shall constitute full employment in the District and the President shall be entitled to all benefits granted to full time employees. The Association shall pay the District for the full salary and benefits received by the President during the leave.

ARTICLE XVII

NONDISCRIMINATION

- A. The District and the Association agree not to unlawfully discriminate against any Unit employee on the basis of race, color, creed, national origin, sex, age, sexual preference, political affiliation, physical handicap, marital status, domicile, membership in the Association, or participation in the lawful activities of the Association.

- B. Nothing in this agreement shall be construed to limit or proscribe the political activity of any unit member during his/her off-duty hours, nor shall any administrative regulations be promulgated or enforced which shall so limit or proscribe such activity.

ARTICLE XVIII

SUMMER SCHOOL

A. Summer School Certificated Teachers

Except for Articles I, II, III, IV, V, VI, VII, VIII, X and XVII, no other provisions of this contract shall apply to summer school certificated staff.

B. Summer school teachers shall receive \$22 per hour beginning 1995.

C. Qualified Unit employee applicants shall be given first consideration for existing summer school positions before applicants from outside the bargaining unit. Under this right of "first consideration", outside applicants may not be hired unless there are no applicants from within who are qualified and credentialed for the particular assignment.

ARTICLE XIX

COMPENSATION FOR EXTRA WORK LOAD

A. Release Time for Extra Work Load

In the event a Unit employee carries an administratively assigned work load greater than normal, that person shall receive supplemental compensation in accordance with the following extra work load provisions:

1. Unit employees who have a unique or extra work load because of involvement in student activity assignments, shall be allotted additional preparation periods on a yearly basis as follows:
 - a. Each high school shall be granted at least four class periods above formula for 1600 projected enrollment and one additional class period for every 200 over 1600 projected enrollment. The first four of these class periods shall be extended for additional preparation time for the following additional duty assignments: (1) Yearbook, (2) Newspaper, (3) Director of Student Finance, (4) Director of Student Activities. When enrollment in excess of 1600 generates extra periods above formula, these shall be extended for additional preparation time to appropriate staff members at the discretion of the local school administration.
 - b. The Director of Athletics shall receive one period of release time and each high school shall be granted at least five (5) class periods referred to in A.1.a.
2. Release time for extra work loads related to District approved curriculum development shall be awarded to Unit employees.

B. Extra Pay for Extra Work Load

In the event a Unit employee carries an administratively assigned work load greater than normal, that person shall receive supplemental compensation and reimbursement for expenses, in accordance with Appendix B.

If the chairperson of the Health Cost Containment Committee is a Unit employee, that employee shall receive compensation in accordance with Appendix B.

ARTICLE XX

RETIREMENT OPTION

A. Early Retirement Option/Post Retirement Contract

The District, in providing for individuals to retire voluntarily at an earlier age, shall make available retirement opportunities for Bargaining Unit employees. An employee may participate in these plans at his/her option and upon mutual agreement with the District. This program provides for payment of retirees aged fifty-five to sixty-five (55-65) on a contract-for-service basis to complete or work toward completion of a project of value to the District.

1. Procedure

All projects proposed for Post-Retirement Contracts shall be submitted to the Superintendent/designee by the last day of February. The Superintendent/designee shall review the projects, interview interested prospective retirees, and determine which projects they will recommend for acceptance and which employee(s) shall implement those projects. The Superintendent/designee shall mutually determine with the employee the length of the contract, the amount of the stipend, and the number of days to be served. The Superintendent/designee and the applicant shall agree on the name of the appropriate administrator to supervise the work of the participant. Projects recommended for acceptance shall be acted upon by the Board of Education in a timely manner.

2. Implementation

- a. A certificated person must have a minimum of ten (10) years of service in the District in a position requiring certification.
- b. In order to be eligible to participate as an independent contractor, the participant must actually retire from the District. However, the participant shall not be required to submit his/her retirement until after the Board has acted upon his/her proposed contract.
- c. The retiring employee shall be between the age of fifty-five (55) and sixty-five (65).

ARTICLE XX - RETIREMENT OPTION (continued)

- d. The participant shall serve from ten to fifty (10-50) days per school year as provided in the individual's contract. Scheduling of those days shall be mutually agreed upon between the participant and the supervisor. In unusual circumstances the Superintendent may waive the ten to fifty (10-50) day requirement depending upon the work products required.
- e. The stipend shall range from one thousand dollars (\$1,000) to five thousand dollars (\$5,000) per year depending upon the nature of the mutually acceptable agreement.
- f. Once the District approves the contract, the retiree is responsible for the work activity and/or products as specified in the contract under the supervision by the designated administrator.
- g. Projects may be proposed by the District, potential participants, the Association, bargaining unit members or by management but are subject, individually, to approval by Superintendent/designee described in A.1. and by the Board of Education.
- h. Any multi-year agreement shall be subject to annual evaluation by the designated supervisor of the work activity and/or project as described in written agreement. Such evaluations shall give specific reasons for any unsatisfactory conclusions. A copy of each evaluation must be given to the participant. The District may elect to discontinue the contract for the following year only upon such recommendation by the supervisor based on his/her unsatisfactory evaluation.
- i. Maximum duration of participation by one (1) individual shall be five (5) consecutive years.
- j. Criteria to be used by the Superintendent/designee for evaluating the stipend and potential contribution to the District shall include one (1) or more of the following:
 - (1) Demonstrated leadership in District, school and/or professional organizations
 - (2) Publications

ARTICLE XX - RETIREMENT OPTION (continued)

- (3) Actual verified previous experience in the special field of contribution.
 - (4) Experience in teaching the aspects or content pertaining to the assignment. The instruction may have been to professional personnel in college, extension services and/or adult school.
- k. Potential assignments for retirees may include, but are not limited to:
- (1) Staff development (such as):
 - (a) Curriculum/instruction in specific discipline(s)
 - (b) General management methods
 - (c) Contract management methods
 - (d) Improving effectiveness of aides
 - (2) Direct services (such as):
 - (a) Clinical
 - (b) Committee (I.E.P., S.S.T.)
 - (3) Compliance reviews
 - (4) Planning (such as):
 - (a) Sites and their use - equipment control, material, dispersal, inventory control
 - (b) Trends - population/demographics
 - (c) Programs
 - (d) Vocational/Career Education
 - (e) Environmental Education
 - (5) Curriculum development
 - (6) Material development for Instructional Materials Services
 - (7) Demonstration teaching
 - (8) Updating and revision of employee handbooks

ARTICLE XX - RETIREMENT OPTION (continued)

- (9) Assisting in the development of inservice programs
 - (10) Updating and revision of other school district publications (Volunteer Handbook, Noon Supervisor Handbook, Learning Center Instructional Assistant Handbook, Substitute Teacher Handbook, etc.)
 - (11) Helping with staffing programs
 - (12) Analysis of testing data
 - (13) Updating and revision of school policies and regulations
 - (14) Substitute teaching
 - (15) Project writing
 - (16) Project evaluation
 - (17) Tutoring
 - (18) Retirement counselor
 - (19) Coordinator of volunteers
 - (20) School Attendance Review Board
 - (21) Child Welfare and Attendance
- I. The total program of contracts/stipends shall be subject to an annual expenditure limit of seventy-five thousand dollars (\$75,000). The District may revise this expenditure limit and adjust it upward.
2. Notification
- The District shall supply the Association with figures on the number of applicants each year. If the District does not grant at least fifty percent (50%) of the applications, the District shall provide the Association with the reasons for the rejection of the applicants. Applications shall be made to the Personnel Services Division.

ARTICLE XX - RETIREMENT OPTION (continued)

3. Guidance

It shall be mandatory that each Bargaining Unit employee entering this program will receive an analysis of his/her status with regard to the benefits to be derived from the application of options of this program. Such analysis shall be the responsibility of the Personnel Services Division.

B. Pre-Retirement Part-Time Employment Plan

General provision - The Board of Education will place in operation the following pre-retirement part-time employment plan subject to the conditions as set forth below:

1. The employee must have reached the age of 55 to attain eligibility in the plan, or earlier if permitted by legislation.
2. The employee must have been employed full time in a position requiring certification for at least ten (10) years, of which the immediately preceding five (5) years were full time employment, all in the Hayward Unified School District.
3. The option of part-time employment must be exercised at the request of the employee and can be revoked only with the mutual consent of the employee and the employer, except that such employees shall be subject to layoff according to the Education Code and dismissal for cause.
4. The employee shall be paid a salary which is the pro-rata share of the salary he/she would be earning had he/she not elected to exercise the option of part-time employment.
5. The District and the unit member shall continue to pay retirement contributions at the full-time salary level. The employee shall receive health and welfare benefits in the same manner as a full time employee.
6. The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the employee's contract of employment during the final year of service in a full time position.

ARTICLE XX - RETIREMENT OPTION (continued)

7. This option is limited to employees who do not hold positions with salaries above that of a school principal.
8. An employee may not participate in this retirement plan past the age of 65 years, or for more than five years, whichever comes first.
9. Once an employee has elected to be on a part-time status, such employee cannot return to full time employment status, except by mutual agreement by the school district and the employee.
10. An employee who is on part-time employment status will accrue seniority on a prorated basis.
11. The final determination as to which employees will participate in this program and the form of part-time employment rest within the sole discretion of the Board of Education.
12. Any employee wishing to participate in the above program shall notify the Personnel Services Division by April 15 of each school year.

ARTICLE XXI

MISCELLANEOUS RETIREMENT PROVISIONS

- A. Accumulated sick leave credit for retirement - Accumulated sick leave credit toward retirement benefits shall be granted each retiree as provided in the Education Code.
- B. Health and Welfare Program for Employees Hired on or Before Ratification Date of this Agreement
1. The terms of this section B apply only to employees hired on or before the date of ratification of this Agreement. Provisions relating to retiree Health and Welfare for employees hired after that date, shall be governed by section XXI C. below. The retiree up to age 70 will receive an amount equal to the Kaiser S health plan premium for subscriber only coverage, adjusted annually, toward the purchase of one of the District offered health plans upon the following conditions:
 - a. Attained age 55 or more
 - b. Receive STRS benefits
 - c. Served 10 years in the District
 2. Upon reaching the age of 65 the retiree will receive an amount equal to the Kaiser Medicare Supplement plan premium for subscriber only coverage, adjusted annually, toward the purchase of the District offered Medicare Supplement plans. In addition the retiree shall be reimbursed the premium cost for Medicare Part B only, adjusted annually, to the extent that the cost of Medicare Part B together with the cost of the Medicare Supplement plan does not exceed the cost of the Kaiser S plan for employees.
 3. The retiree who is not eligible for Medicare at age 65 will continue to receive an amount equal to the Kaiser S health plan premium for subscriber only, adjusted annually. After July 1, 1991, only the retiree who is not eligible for Medicare may pay for his/her coverage after reaching age 70 if the current health plan provider approves.

ARTICLE XXI - MISC. RETIREMENT PROVISIONS (continued)

C. Health and Welfare Program for Employees Hired After Ratification Date of this Agreement

The terms of this section C apply to employees hired after the date of ratification of this agreement. The retiree up to age 65 will receive an amount equal to the Kaiser S health plan premium for subscriber only coverage, adjusted annually, toward the purchase of one of the District offered health plans upon the following conditions:

- a. Attained age 55 or more
- b. Receive STRS benefits
- c. Served 10 years in the District

D. Health and Welfare Provisions Applicable to All Retirees

1. Retirees who reside outside the service area of the District offered health plans shall receive an amount equal to the Kaiser S health plan premium for subscriber only coverage, adjusted annually, with which the retiree may purchase health insurance.
2. The level of medical coverage for the retiree shall not be more than the medical coverage benefits provided to Bargaining Unit employees.
3. Upon retirement, any retiree, who is at least 55 years of age at the time of retirement, may continue to pay his/her coverage and/or spouse and dependent coverage in the District health insurance program by paying medical premiums through the District provided it is agreeable to the insurance carrier.
4. If required by the health plan provider, the retiree must be enrolled in that health plan upon retirement in order to continue enrollment in that health plan after retirement.

ARTICLE XXII

MENTOR TEACHER PROGRAM

I. Selection Committee

A. Composition of the Selection Committee

1. Teacher members shall be selected by the Association in a manner consistent with law from the various levels as follows:
 - a. Six elementary and one alternate (K-6).
 - b. Two intermediate and one alternate (7-8).
 - c. Four secondary and one alternate chosen from the comprehensive high school (9-12), Adult Ed, Continuation, and the English Language Center.
2. Administrative members shall consist of the following:
 - a. Two elementary and one alternate.
 - b. One intermediate and one alternate.
 - c. One secondary and one alternate chosen from the comprehensive high school (9-12), Continuation, and the English Language Center.
 - d. Two district administrators and one alternate.
 - e. The coordinator of the Mentor Teacher Program.
3. Parents/Community Members
 - a. The Board of Education shall select two members and one alternate to the committee chosen from parents or other community members.

ARTICLE XXII - MENTOR TEACHER PROGRAM (continued)

- B. Procedures for Determining Non Unit Members of the Mentor Selection Committee
 - 1. Administration
 - a. Selection of administrative members to the Selection Committee.
 - (1) The Elementary Principals' Council and the Secondary Principals' Council shall each select their respective representatives.
 - (2) Superintendent's Cabinet shall select two members and one alternate to the Selection Committee.
 - (3) The coordinator of the mentor teachers shall be appointed to the Selection Committee.
 - 2. Community
 - a. The Board of Education shall determine the method of selecting two parents/community members and one alternate.
- C. The District Affirmative Action Officer may serve as an observer and resource person. The HEA President or designee may serve as an observer provided the Association pays the cost of any necessary release time or other related expenses.
- D. Duration of Term
 - 1. The term of committee members and alternates shall be two years.
 - 2. In the event a committee member vacates his/her position before the completion of his/her term, the position will be filled by the alternate from the appropriate level.
- E. Operation of the Mentor Teacher Selection Committee
 - 1. The committee shall elect a chairperson by majority vote.
 - 2. The committee shall meet in November and December.

ARTICLE XXII - MENTOR TEACHER PROGRAM (continued)

- a. Committee members will receive orientation regarding mentor selection.
 - b. To the extent ground rules are established by the committee as well as the Criteria for Mentor Teacher Selection (see II. A. below) shall be published and posted at each school site. The ground rules, Criteria for Mentor Teacher Selection and the application form shall be given to all interested parties. Nothing herein shall prevent the committee from adopting or changing rules to meet the circumstances. New rules or changes shall be published and posted prior to the request for applications. Rules or changes adopted by the committee shall not violate this article.
3. This committee will meet to visit classes, hold interviews, review written materials, deliberate and develop their recommendation for the Board of Education.
 4. The Assistant Superintendent of Personnel shall grant release time for the Selection Committee to carry out its responsibility provided adequate State funding for the administration of the Mentor Teacher Program is available and qualified substitute teachers are available to replace the teacher committee members.
 5. Each classroom observation by Selection Committee members of mentor candidates shall include a teacher and an administrator from the same level (elementary or secondary) as the candidate.
 6. Mentor teacher nominees will be selected by consensus of the Mentor Teacher Selection Committee. If no consensus is reached the nominees will be selected by a majority vote of the committee.
 7. Nominees for mentor teacher will be sent to the Board of Education prior to May 1 of each year.
 8. The Board of education shall announce its selection of mentor teachers, if any, prior to June 1.
 9. A candidate who is not selected may request and shall be granted a meeting regarding the selection process with the appropriate administrative director who shall keep confidential individual statements by committee members.

ARTICLE XXII - MENTOR TEACHER PROGRAM (continued)

II. Mentor Teachers

A. Criteria for Mentor Teacher Selection

1. Exemplary teaching ability shall be determined in the following:
 - a. Knowledge of subject matter.
 - b. Demonstrated exemplary ability in classroom management and organization.
 - c. Demonstrated excellence in developing, presenting and evaluating instructional materials.
 - d. Demonstrated expertise in teaching strategies and/or instructional techniques.
 - e. Demonstrated skill in providing assistance to fellow teachers.
 - f. Demonstrated commitment to instructional improvement.
 - g. Demonstrated skills in communication and inter-personal relationships.
 - h. Demonstrated commitment to the educational philosophy and practices of the Hayward Unified School District.
 - i. Demonstrated enthusiasm, energy and availability of time to perform the assigned task.
2. Credentialed classroom teacher with permanent status, a minimum of 60% classroom assignment, and at least five (5) years teaching experience.
3. Substantial recent experience in the classroom.
4. Consistency with District Affirmative Action Policy.

ARTICLE XXII - MENTOR TEACHER PROGRAM (continued)

B. Procedures for Nominating Mentor Teachers

1. Nominations for mentor teacher may be made by:
 - a. The teacher.
 - b. An administrator with concurrence of the teacher.
 - c. A parent, teacher or student with concurrence of the teacher.
2. Nominations will be presented to the site principal. The principal will then forward an application including ground rules of the Selection Committee to the mentor teacher applicant.
3. All nominees must forward a completed application to the Personnel Office prior to the designated closing date.

C. Duration of Term

1. Once nominated, mentor teachers may serve for a period of one school year and may be reappointed by the Board of Education for up to two additional years without further screening by the Selection Committee. At the end of this period the mentor may reapply.
2. The mentor teacher or the District may cease the participation at any time during the term and the mentor teacher shall receive prorata pay for the time served.
3. Before a mentor is removed by the District from the mentor teacher position during the term of his/her appointment for reasons other than discontinuance or partial discontinuance of the program, the District shall:
 - a. Notify the mentor teacher verbally and in writing of the reasons for not continuing the person in the program.
 - b. Within five (5) work days of written notice, hold a conference to discuss those reasons and any recommendations for meeting program requirements. When there are recommendations, the Mentor Teacher shall be given a written copy of same.

ARTICLE XXII - MENTOR TEACHER PROGRAM (continued)

- c. Hold a follow-up conference no earlier than twenty (20) working days following the first conference. In the event the person is removed from the mentor program, the District shall give written notice.

D. Duties/Responsibilities of Mentor Teachers

- 1. The major responsibility of mentor teachers will be to provide assistance and support for classroom teachers. These may be new teachers; teachers new to a particular subject or level; teachers needing further growth and improvement; or teachers interested in developing new skills. Duties and responsibilities may include:
 - a. To demonstrate teaching expertise in specific teaching areas.
 - b. To assist teachers by conducting classroom observations, conferences and coaching support.
 - c. To assist in classroom implementation of newly developed curriculum.
- 2. Other duties may include developing and presenting inservice training sessions on classroom instruction, subject matter content or classroom management, or participating in curriculum development.
- 3. Each mentor teacher shall meet and confer with the coordinator of the mentor program and mutually agree on projects, areas of expertise and general duties by October 15th of each school year. A list of mentors and their areas of expertise shall be posted at each school site prior to October 31.
- 4. Mentor teachers shall not evaluate fellow teachers or provide direct input to the summary evaluation report.

ARTICLE XXII - MENTOR TEACHER PROGRAM (continued)

E. Work Year and Work Day

1. The time and manner in which each mentor teacher shall render service in the program shall be determined on an individual basis. The law states that not less than 60% of the mentor's time shall be spent in direct instruction of pupils. This does not preclude individuals from spending more or even all of the time in direct instruction of pupils.
2. Release time may be utilized up to a maximum of 30 days or the equivalent in hours distributed throughout the year.
3. A mentor teacher will be expected to spend some additional time beyond the normal teaching time in service to other teachers and to the District. These hours may be before and after the teaching day and/or days beyond the normal work year, but in no case should they exceed a maximum of 150 hours.

F. Professional Growth

1. Mentor teachers may have the opportunity to pursue their own professional growth, subject to the approval of the Superintendent or designee.

III. Funding

A. The following shall be entirely funded from State allocations apportioned to the District and administered by the State Development Office.

1. Substitutes required for mentor and/or individual teachers requesting assistance.
2. Materials used by mentors in presentations/projects or when assisting individual teachers.
3. Convention/conference/workshop/in-service costs for participating mentors.

ARTICLE XXIII

SALARY

A. Unit Employee - Salary Schedule Provisions

1. Placement and Classification

a. Credit for Previous Experience

- (1) All teachers entering the Hayward Unified School District will be allowed credit comparable to full time contracted teaching experience on the basis of one step for each year of experience. Official verification of previous teaching experience must be submitted by the employee.
- (2) Credit for teaching experience must meet the following criteria:
 - (a) Possession of a valid teaching credential during the period of creditable previous experience.
 - (b) Teaching experience must be at a school accredited by a state recognized accrediting agency.
 - (c) Head Start teaching experience shall be allowed only for placement on the Child Development (to include Children's Center, Preschool/Latchkey Teachers) salary schedule.

b. Salary Schedule Classifications

(1) Classification A requires:

A bachelor's degree or the equivalent*
and

The appropriate California State Certification or the equivalent.*

ARTICLE XXIII - SALARY (continued)

- (2) Classification B requires:

A bachelor's degree or the equivalent* plus 15 semester units

and

The appropriate California State Certification or the equivalent.*

- (3) Classification C requires:

A bachelor's degree or the equivalent* plus 30 semester units

and

The appropriate California State Certification or the equivalent.*

- (4) Classification D requires:

A bachelor's degree or the equivalent* plus 45 semester units

and

The appropriate California State Certification or the equivalent.*

- (5) Classification E requires:

A bachelor's degree or the equivalent* plus 60 semester units

and

The appropriate California State Certification or the equivalent.*

- (6) Classification F requires:

A masters degree plus 30 semester units earned after the master's degree or a bachelor's degree or the equivalent* plus 90 semester units

and

The appropriate California State Certification or the equivalent.*

ARTICLE XXIII - SALARY (continued)

(7) Masters Degree(s)

A Unit employee who has one or more masters degrees shall receive an annual stipend as set forth in the salary schedule appendices for only one masters degree. In order to qualify, the degree must have been granted by an institution listed in the most current edition of the American Council of Education publication, Accredited Institutions of Post-Secondary Education - Programs, Candidates, or comparable foreign publications.

(8) Doctors Degree(s)

A Unit employee who has one or more doctors degrees shall receive an annual stipend as set forth in the salary schedule appendices for only one doctors degree. In order to qualify, the degree must have been granted by an institution listed in the most current edition of the American Council of Education publication, Accredited Institutions of Post-Secondary Education - Programs, Candidates, or comparable foreign publications.

2. Part-time Salary: Contracted Unit employees in the regular K-12, Child Development Program and Preschool/Latchkey, and Adult Education programs who work less than a full day assignment shall be paid on a pro-rated basis.
3. Any contract substitute who is a contract substitute for 75% of the school year and any temporary employee on contract for more than 75% of the school year shall be eligible for fringe benefits and placement on the Teachers Salary Schedule.

*For equivalents, see Article XXIII, G., Area Equivalents

ARTICLE XXIII - SALARY (continued)

4. Miscellaneous Provisions

- a. Any Unit employee who works more than the required number of working days because of transferring between schools with year-round and regular calendars shall be reimbursed at the per diem rate for the extra days.
- b. Any Unit employee who works less than the required number of working days because of involuntarily transferring between schools with year-round and regular calendars shall be allowed to make-up those lost days by substituting at the per diem rate during the Unit employee's days of non-responsibility.
- c. Any Unit employee who chooses to substitute during days of non-responsibility shall be paid at the rate for substitutes who work more than 20 days in the Hayward Unified School District.

B. Salary Schedule Structure

1. Salary Schedules

- a. The salary schedules appear in the appendices and are incorporated into this Agreement as much as if they had been set forth herein at length.
 - (1) Regular school year salary schedules shall be Appendices C-1 and C-2.
 - (2) Counselors/Social Workers salary schedules shall be Appendices D-1 and D-2.
 - (3) The 225 day Child Development salary schedule and the 183 day Child Development salary schedule shall be Appendices E-1 and E-2.
 - (4) Adult Education Hourly pay schedules shall be Appendices F-1 and F-2.

ARTICLE XXIII - SALARY (continued)

- b. 1994/95: All cells in salary schedules C, D, E and F for 1993/94 shall be increased by three (3) percent effective July 1, 1994. This increase shall not take into account the two percent off-schedule retroactive wage adjustment conferred by letter of agreement between the parties for 1993/94.
- c. 1995/96: All cells in salary schedules C, D, E and F for 1994/95 shall be increased by three (3) percent effective July 1, 1995.
- d. For 1996/97, effective July 1, 1996, the Teachers' Salary Schedule shall be increased by a percentage equal to the percentage necessary to raise "The Twenty Year Career Salary" to the mean of a distribution of the Unified Districts which fall within a range of 30 +/- HUSD's regular ADA as reported for the K-12 P2 for 1995/96.
 - (1) The distribution of Unified Districts shall be cast employing all 30 Unified Districts whose regular ADA at P2 (1995/96) falls immediately, without skipping any Unified District, above the ADA reported by HUSD and those 30 Unified Districts whose regular ADA at P2 (1995/96) falls immediately, without skipping any Unified District, below HUSD. The total of Unified Districts in the distribution, including HUSD, shall, therefore, equal 61.
 - (2) For each of the Unified Districts selected in B.1.d. (1), that has resolved the issue of Teachers' salaries for 1995/96, a "Twenty Year Career Salary" total shall, on June 1, 1996, be computed and cast into a distribution. The mean (the total of the Twenty Year Career Salaries divided by the number of reporting Unified Districts) of that distribution shall be calculated subject to Section (5) below. The "Twenty Year Career Salary" shall be defined as:

The "Twenty Year Career Salary" shall be a calculation of the total salary earnings possible over a twenty year period on the 1995/96 salary schedule. The calculations will assume the teacher starts at step 1 with an AB + 30 and adds four (4) units per year as progression is made through the schedule. If the MA is required, it is assumed earned at AB + 45. If the MA is recognized by a continuous bonus, the

ARTICLE XXIII - SALARY (continued)

bonus is added each year the teacher has an AB + 45 and beyond. Where there is a tenure bonus, it is added at step 4 and beyond.

- (3) Effective July 1, 1996, the 1995/96 HUSD Teachers' Salary Schedule shall be increased by increasing each of its cells by a fixed percentage equal to the percentage necessary to raise the HUSD Twenty Year Career Salary to the mean of the distribution of Unified Districts determined in B.1.d.(2) above.

All other schedules, D, E, and F, shall be increased by a like percentage.

- (4) The data used for calculations shall be the actual salary data, verified by the parties, i.e. the data reflected in the J-90s are not determinative.
- (5) On April 15, 1997, a recalculation of B.1.d. (2) shall be made to address the impact of districts which had not, as of June 1, 1996, resolved the issue of teachers' salaries for the 1995/96 year. This recalculation shall be applied to the 1996/97 Teachers Salary Schedule retroactive to July 1, 1996. Districts which have not resolved wage increases for 1995/96 by April 15, 1997 will not be considered, and the divisor will be reduced accordingly.

All other Schedules D, E, and F shall be retroactively adjusted in a like manner.

- (6) An additional \$4,175 shall be added to each of the cells of the Teachers Salary Schedule effective July 1, 1996. The increases in the schedule generated in B.1.d. (2) and B.1.d

ARTICLE XXIII - SALARY (continued)

(5) shall be computed without consideration of the \$4,175 addition.

All other schedules, D, E, and F shall be increased by a like amount and in a like manner.

(7) The parties method of arriving at salary increases for 1996/97, including their method for identifying comparable school districts, shall not operate nor be cited as precedent in subsequent negotiations.

e. All schedules (C, D, E, F) will be attached and will appear as attachments 1.1 through 1.4 below.

(1) The 1994/95 schedules will be C-1 (teachers), D-1 (Counselors/Social Workers), E-1 (Child Development), and F-1 (Hourly Adult Education). These appear as "Attachments 2.1-2.4" below.

(2) The 1995/96 schedules will be C-2 (teachers), D-2 (Counselors/Social Workers), E-2 (Child Development), and F-2 (Hourly Adult Education). These appear as "Attachments 3.1-3.4" below.

2. Compensation for Extra Work Load

For the 1994/95, 1995/96, and 1996/97 school years the compensation rate for those listed in the extra work load schedule shall be as set forth in Appendix B.

3. Compensation for Out-of-Pocket Expenses

Upon submission of receipts, Unit members shall be reimbursed for program/classroom supplies which have been pre-approved by the site administrator and purchased by the employee.

ARTICLE XXIII - SALARY (continued)

C. Hourly Pay

1. Hourly rates shall be \$20.00.
2. A Unit employee who volunteers to substitute during his/her scheduled preparation period shall be paid at the hourly rate for that year. Secondary Unit employees shall not substitute for more than one preparation period per day. Elementary Unit employees may substitute only during their regularly scheduled preparation period.
3. Counselors who volunteer to perform 10th grade counseling services pursuant to SB 813 after the regular work day shall be paid the hourly rate for that year. For each hour of counseling time each counselor shall be compensated for one-half of preparation time at the same hourly rate.
4. Any Adult Education teacher who has taught thirty (30) hours per week and has a minimum of five (5) years in the District's Adult Education Program shall receive one (1) additional dollar per hour over the rate established for that school year even if the teacher then teaches less than thirty (30) hours per week.

D. Annual Advancement

1. Annual Advancement
 - a. After placement upon the salary schedule, each Unit employee will advance one step for each school year of service in the Hayward Unified School District. A school year constitutes 75% of the number of teacher workdays from September to June as shown on the official school calendar. In the case of evening schools, 75% of the number of days the evening schools of the District are in session shall be deemed a complete school year.
 - b. A Unit employee who works less than 75% in a school year shall receive a step advancement after finishing a second year.

ARTICLE XXIII - SALARY (continued)

2. Advancement with Emergency Credential - Initial Placement

- a. An Emergency Credentialed employee is limited to Classification A, Step 6, unless official evidence is presented by the individual verifying that he/she is engaged in a continuing bachelor's degree and/or regular credential program at an accredited college or university.

3. Change of Classification

- a. Advancement from one salary schedule classification to another, A to B, B to C, C to D, D to E or E to F, will be granted after completion of the required credit.

- b. Deadline for Submitting Transcripts

Official transcripts or official grade cards for courses completed during the previous school year or summer school must be submitted on or before September 30 for salary credit during the new school year. College credit for horizontal salary placement must be earned prior to the returning date of teachers as listed on the official calendar.

- c. Annual Change

Changes in Salary Schedule Classification shall be made annually after October 1 and will be retroactive for the new fiscal year.

4. Maximum Approved Credit

- a. In order to insure normal teaching efficiency during the school year, the maximum credit that will be accepted for salary classification purposes of teachers engaged in full time teaching will be two courses not to exceed four semester units for any one semester or four quarter units for any one quarter, exclusive of summer sessions. A maximum of four courses not to exceed eight semester units will be accepted for any one school year, exclusive of summer sessions. Credit for in-service courses, when sponsored or co-sponsored by the Hayward Unified School District, may exceed the maximum number of eight semester units for any one school year.

ARTICLE XXIII - SALARY (continued)

5. **Beginning Date - Classification Change Credit**
All plus factors credited toward Classification B, C, D, E and F must be completed after one of the following dates:
 - a. The date of the Bachelor's Degree
 - b. The date of completion of all requirements for the Bachelor's Degree as certified by proper authority of any accredited college or university. This date may be used if the degree is dated as the first regular commencement following the completion of the requirements for the degree.
 - c. For classification F, the date of the Masters Degree or the date of the completion of all requirements for the Masters Degree.

E. **Professional Advancement and Review Committee**

The Association will work in conjunction with the Assistant Superintendent of Personnel to evaluate requests for credit for advancement on the salary schedule.

F. **Approved Units of Credit**

1. **Equivalent Proposals**

The "equivalent professional credit" training features of this schedule must be proposed by the "area" affected and presented to the Professional Advancement and Review Committee and the Assistant Superintendent of Personnel for approval.

2. **One Semester Unit Defined**

One semester unit equals such a unit earned at any accredited college or university. One quarter unit is equal to two-thirds of one semester unit.

3. **Fifteen Hours Instruction Equals One Semester Unit**

Fifteen hours instruction received in any one field equals one semester unit, if approved by the Professional Advancement and Review Committee and the Assistant Superintendent of Personnel.

ARTICLE XXIII - SALARY (continued)

4. Prior Approval Required

All courses must have prior approval of the Principal and the Assistant Superintendent of Personnel.

5. Foreign Institute Credit

In order for credit to be granted for graduate study in foreign institutions, a Unit employee shall obtain an evaluation of allowable credit from an official transcript of such credit from the registrar of his/her college or university.

6. Course Grade Requirement

A grade of "C" (average) or better in any approved course is required for credit on the salary schedule.

If no letter grade is indicated, a "P" or "+" will meet Course Grade Requirements.

G. Area Equivalents

The following equivalents are recognized as satisfying the requirements for classification advancement.

1. Classification C Requirement

The following equivalent will place a teacher in Classification C:

Seven years of trade experience in a skilled trade, including a full apprenticeship, plus the necessary teacher training courses required by the State for the Trade and Industrial Credential. (Apprenticeship training shall be defined in terms of the union standards for each craft.)

2. Classification D Requirement

The equivalent of five and one-half years of training will place a teacher in Classification D:

- a. Number 1, plus 15 semester units of college training (or)

ARTICLE XXIII - SALARY (continued)

- b. Number 1 above, plus 3 years of additional trade experience in the teacher's field (or)
- c. Number 1 above, plus supervisory work in the subject field, subject to the approval of the Professional Advancement and Review Committee and the Assistant Superintendent of Personnel (or)
- d. Number 1 above, plus the equivalent of 15 semester units of credit when one unit is allowed for each 45 hours of acceptable work experience during summer vacation with a maximum of four semester units for any one summer. (Acceptable is defined as something which improves the quality of teaching in the field in which the teacher is employed and which is deemed acceptable by the Professional Advancement and Review Committee and the Assistant Superintendent of Personnel.)

3. Classification E Requirement

The equivalent of six years of training will place a teacher in Classification E:

- a. Number 1 above, plus 30 semester units of college training (or)
- b. Number 1 above, plus five years of additional trade experience in the teacher's field (or)
- c. Number 1 above, plus supervisory work in the subject field, subject to the approval of the Professional Advancement and Review Committee and the Assistant Superintendent of Personnel (or)
- d. Number 1 above, plus the equivalent of 30 semester units of credit when one unit is allowed for each 45 hours of acceptable work experience during summer vacation with a maximum of four semester units for any one summer. (Acceptable is defined as something which improves the quality of teaching in the field in which the teacher is employed and which is deemed acceptable by the Professional Advancement and Review Committee and the Assistant Superintendent of Personnel.)

ARTICLE XXIII - SALARY (continued)

4. Classification F Requirement

The equivalent of seven years of training will place a teacher in Classification F:

- a. Number 1 above, plus 45 semester units of college training (or)
- b. Number 1 above, plus seven years of additional trade experience in the teacher's field (or)
- c. Number 1 above, plus supervisory work in the subject field, subject to the approval of the Professional Advancement and Review Committee and the Assistant Superintendent of Personnel (or)
- d. Number 1 above, plus the equivalent of 45 semester units of credit when one unit is allowed for each 45 hours of acceptable work experience during summer vacation with a maximum of four semester units for any summer. (Acceptable is defined as something which improves the quality of teaching in the field in which the teacher is employed and which is deemed acceptable by the Professional Advancement and Review Committee and the Assistant Superintendent of Personnel).

5. College Training Requirement

All of the equivalent credit for the fifth or sixth year may be granted on the basis of 2b or 3b, 2c or 3c, and 2d or 3d above, but the teacher is urged to acquire some part of the credit under 2a and to recognize that, if in the opinion of the Professional Advancement and Review committee and the Assistant Superintendent of Personnel it is advisable, credit for a fifth or sixth year, in part, may require academic courses.

6. Required Recommendation

A recommendation for each individual so placed must be given by the Professional Advancement and Review Committee and the Assistant Superintendent of Personnel.

ARTICLE XXIII - SALARY (continued)

H. Issue of Warrants

1. Unit employees shall receive their annual salaries in 10 or 12 equal installments. Should an employee elect not to return for service the following school year, he/she will receive payment in full on June 30.
2. Payroll warrants will be distributed on the last working day of the month, after 3:00 p.m. Substitute teachers, hourly home teachers, hourly adult school teachers, and driver education and driver training teachers shall have a payroll period beginning the 11th of one month through the 10th of the following month and shall receive their warrants on the last working day of the month.
3. Daily Rate of Pay

A person in a position requiring certification qualifications who serves less than a full school year shall receive as salary only an amount that bears the same ratio to the established annual salary for the position as the number of working days he/she serves bears to the total number of working days plus institutes in the annual school term, and any other day when the employee is required by the governing board to be present at the schools in the District.

Notwithstanding any provisions of this section to the contrary, a person in a position requiring certification qualifications who serves a complete semester shall receive not less than one-half of the established annual salary for the position. This section shall not be so construed as to prevent the payment of compensation to a person while on leave of absence when the payment of the compensation is authorized by law.

I. Vacation Salary Warrants

1. Elementary and Intermediate Schools

All personnel attached to the K-6 and 7/8 grade schools may pick up their warrants at the Business Office, or, if they desire, have their payroll warrants mailed to them at their summer address. The payroll section should be supplied with one self-addressed stamped 4" x 9 1/2" envelope for their warrants. Employee's name should appear as it is on the payroll warrant.

ARTICLE XXIII - SALARY (continued)

2. High Schools

During the summer months, high school personnel may pick up their warrants at the high schools to which they are assigned. Those high school employees who desire to have their warrants mailed to them should supply their high schools with a self-addressed, stamped, 4" x 9 1/2" envelope.

J. Direct Banking Services

1. All new employees to the District are required to enroll in the Payroll Electronic Direct Deposit Program.
2. Electronic Direct Deposit services are provided for all financial institutions that are members of the Automated Clearing House (ACH).
3. The Payroll Department will either deliver magnetic media or electronically transmit monthly salary data to the District's lead bank.
4. The employee's statement indicating the credited bank account will be mailed to each employee by the Payroll Department. The employee may elect to have the payroll statement mailed to their home or school site.

K. Payroll Deductions

1. Payroll deductions for health and welfare benefits can be made pursuant to the provisions of Article XXIV - Health and Welfare Benefits.

2. Credit Union

Credit Union deposits to share and loan accounts may be deducted monthly from warrants, through payroll deductions.

3. United Crusade and Combined Health Agencies Drive

Voluntary contributions may be deducted monthly from warrants through payroll deduction for United Crusade and Combined Health Agencies Drive (CHAD).

ARTICLE XXIII - SALARY (continued)

4. Tax-Sheltered Annuities

Tax-Sheltered Annuity plans purchased from the State Teachers Retirement System, or from approved insurance carriers, are available through payroll deductions. Employees desiring to participate may secure "Amendment of Employment Contract" forms from the insurance carriers or the Business Office.

5. Withholding Tax

Information pertaining to Withholding Tax deductions, such as a change in the number of dependents, should be referred to the Fiscal Services Department. Should a change of name, or change of address occur, a new Withholding Form must be completed and filed immediately with the Fiscal Services Department.

L. Accumulated Sick Leave

Each Unit employee is advised annually of his/her accumulated sick leave.

ARTICLE XXIV

HEALTH AND WELFARE BENEFITS

A. Basic Policy

1. For 1994/95 and 1995/96, the Hayward Unified School District will provide a Health and Welfare Benefit Program for the Bargaining Unit employees and their spouses and dependent children. The Program shall specify a maximum District contribution in a dollar amount for each Unit employee based upon the option selected by the employee. The employee may select carriers within each option. The total cost of the option selected may not exceed the total available dollar amount for that option nor the specific cumulative cost of the carriers selected.
2. For 1994/95 and 1995/96, the mandatory benefit plans for all eligible Unit employees shall include but, is not limited to medical, dental, annuity and life insurance/income protection insurance. A mandatory benefit program may offer optional plans among which employees may choose. Other benefit programs shall be designated as options available at the expense of the employee.
3. For 1994/95 and 1995/96, the Joint Committee for Health Cost Containment may make recommendations regarding changes in benefits, providers and additional or optional benefits. These recommendations must first be ratified by all member organizations of the Joint Committee for Health Cost Containment. These recommendations will then be presented to the Board of Education for ratification. Upon ratification by the Board of Education, these recommendations shall become part of this contract.
4. Effective July 1, 1996, the District shall establish and maintain an IRC 125 Cafeteria Plan for the benefit of unit members. The core program shall consist of health, dental, and life insurance to be determined by the parties. The parties shall also determine the conditions under which opting out of the core plan is permitted, provided that all employees shall be covered by the District's dental plan, and that employees may opt out of Health coverage upon presentation of proof of alternate coverage. The District shall request the IRS to re-qualify its cafeteria plan within such time as to ensure requalification by April 15, 1996.

ARTICLE XXIV - HEALTH AND WELFARE BENEFITS (continued)

B. Mandatory and Optional Health and Welfare Benefits for 1994/95 and 1995/96.

1. The District shall make available for each full-time Unit employee a health plan and a dental plan covering the employee, spouse, and dependents. The District shall provide each employee with a life insurance/income protection plan whose maximum monthly premium shall not exceed \$15.49 per full time Unit employee. The health plan and dental plan premium amount to be paid by the District shall not exceed the maximum monthly amounts listed in Section C.3.a., b., c.

A health, dental, and life insurance/income protection plan shall be mandatory for each Unit employee with the following exceptions:

- a. Unit employees who work less than half-time are not eligible for the mandatory dental or life insurance/income protection plans. Such employees may participate in one of the District's health insurance plans on a voluntary basis.
 - b. For the part-time employee who is employed less than half-time and who participates in the District health plan, the District shall pro-rate the available dollars to pay that percent of the District contribution toward the health plan premium equivalent to the percentage of full-time employment.
 - c. For the part-time Unit employee who is employed half-time or more, the District shall pay for a dental plan. The District shall pro-rate the remaining amount of the District contribution to pay for the premiums for the health plan based on the options selected and the employee's percentage of full-time employment. A health plan is not mandatory if the employee has proof of other health plan coverage.
2. For all continuing regular Unit employees, enrollment in mandatory Health and Welfare Benefit plans shall be continuous until the employee leaves the District.
 3. The District shall maintain an optional IRC 125 Cafeteria Plan for the benefit of Unit employees and their families. The administrative costs of such a plan shall be borne equally by the District and the employee who chooses to be covered under the IRC 125 Cafeteria Plan. The employee portion of the administrative expenses of this plan shall be deducted from salary on a monthly basis. Accounts shall be established under the IRC

ARTICLE XXIV - HEALTH AND WELFARE BENEFITS (continued)

125 Cafeteria Plan to shelter from applicable salary taxes allowable amounts for medical insurance premium payments and dependent care expenses.

4. a. Mandatory health and welfare benefit plans and options among these mandatory plans currently available to Unit employees are as follows:

(1) Health Insurance Plans
HealthNet
Kaiser
Take Care

(2) Dental Insurance Plans
Delta
Pacific Union

(3) Life Insurance \$15,000/Income Protection - Provident

- b. Optional benefits currently available to Unit employees are as follows:

(1) Annuities - From a list of District approved annuity plans.

(2) Other Optional Benefits

American Fidelity IRC 125 Cafeteria Plan
American Fidelity insurance plans
Pacific Educators insurance plans
Provident insurance plans
Washington National insurance plans

C. Enrollment Procedures for 1994/95 and 1995/96.

1. The District shall provide each Unit employee a "Designation of Choices" form to be completed upon employment and once yearly thereafter during the "Open Enrollment" period. The monthly warrant provided each Unit employee by the District shall show the expenditures for each benefit. The District will endeavor to arrange concurrent expiration dates for all carrier policies.

ARTICLE XXIV - HEALTH AND WELFARE BENEFITS

(continued)

2. Each Unit employee, newly hired, changing from an ineligible position to an eligible position (eligibility in reference to fringe benefits), or returning from leave between the first and fifteenth of the month, may be enrolled in the District's Health and Welfare Benefit Plans beginning the first day of the following month. Each Unit employee in the categories listed who assumes duties between the sixteenth and the thirty-first of the month may be enrolled and provided with benefits beginning on the first day of the month following the first full month of employment. Enrollment in the IRC Cafeteria 125 Plan is limited to the yearly enrollment period designated in the plan. Once an election has been made to enter the mandatory program for Health and Welfare benefits, that decision may not be reversed.

3. Allocation of Funds, for 1994/95 and 1995/96.

a. Effective 11/1/94: the District's monthly contribution to health & welfare benefits shall be increased as follows:

Employee only:	\$260.48 (this is enough to pay for Kaiser \$192.51 and Delta Dental \$67.97).
Employee + 1	\$351.00
Employee + 2	\$351.90 for bargaining unit members hired after July 1, 1990
Employee + 2	\$357.88 for employees hired before July 1, 1990 and for bargaining unit members assigned to Year Round Schools

b. Effective 9/1/95: the District's monthly contribution to health & welfare benefits shall be as follows:

Employee only:	\$260.48
Employee + 1	\$347.92
Employee + 2	\$347.92

c. Effective 3/1/96, the District's monthly contribution to health & welfare benefits shall be as follows:

Employee only	\$270.48
Employee + 1	\$347.92
Employee + 2	\$347.92

ARTICLE XXIV - HEALTH AND WELFARE BENEFITS (continued)

Effective November 1, 1994

(1) Employee only
Health Care (choice of one)

	Currently	
	<u>District Pays</u>	<u>Employee Pays</u>
Kaiser	192.51	0
HealthNet	183.52	0
Take Care	185.45	0

Dental Care (choice of one)

	Currently	
	<u>District Pays</u>	<u>Employee Pays</u>
Delta Dental	67.97	0
Pacific Union	41.00	0

(2) Employee and 1 Dependent
Health & Dental (choice of one)

	Currently	
	<u>District Pays</u>	<u>Employee Pays</u>
Kaiser/Delta Dental	351.00	101.99
Kaiser/Pacific Union	351.00	75.02
HealthNet/Delta Dental	351.00	84.01
HealthNet/Pacific Union	351.00	57.04
Take Care/Delta Dental	351.00	101.76
Take Care/Pacific Union	351.00	74.79

(3) Employee hired after July 1, 1990 with 2 or more Dependents

Health & Dental (choice of one)

	Currently	
	<u>District Pays</u>	<u>Employee Pays</u>
Kaiser/Delta Dental	351.90	228.15
Kaiser/Pacific Union	351.90	201.18
HealthNet/Delta Dental	351.90	248.28
HealthNet/Pacific Union	351.90	221.31
Take Care/Delta Dental	351.90	197.59
Take Care/Pacific Union	351.90	170.62

ARTICLE XXIV - HEALTH AND WELFARE BENEFITS (continued)

4. Employee hired before July 1, 1990 with 2 or more Dependents and for Bargaining Unit Members assigned to Year Round Schools with 2 or more Dependents

Health & Dental (choice of one)

Currently
District Pays Employee Pays

Kaiser/Delta Dental	357.88	222.17
Kaiser/Pacific Union	357.88	195.20
HealthNet/Delta Dental	357.88	242.30
HealthNet/Pacific Union	357.88	215.33
Take Care/Delta Dental	357.88	191.61
Take Care/Pacific Union	357.88	164.64

Effective September 1, 1995

- (1) Employee only
Health Care (choice of one)

District Pays

Kaiser	192.51
PacifiCare HMO	135.09
PacifiCare PoS	158.10

Dental Care (choice of one)

District Pays

Delta Dental	67.97
Pacific Union	41.00

- (2) Employee and 1 Dependent
Health & Dental (choice of one)

District Pays

Kaiser/Delta Dental	347.92
Kaiser/Pacific Union	347.92
PacifiCare/Delta Dental	347.92
Pacific Care/Pacific Union	347.92

ARTICLE XXIV - HEALTH AND WELFARE BENEFITS (continued)

(3) Employee and 2 or more Dependents

Health & Dental (choice of one)

District Pays

Kaiser/Delta Dental	347.92
Kaiser/Pacific Union	347.92
PacifiCare/Delta Dental	347.92
PacifiCare/Pacific Union	347.92

Effective March 1, 1996

- (1) Employee only -- District pays for full coverage (includes Kaiser and Delta Dental) not to exceed \$270.48.
- (2) Employee and 1 Dependent-- District pays \$347.92
- (3) Employee and 2 or more Dependents --District pays \$347.92
- (4) The District shall provide the identified amounts on all mandatory plans for full-time employees or the percentage of the mandatory plan premiums equivalent to the employee's percentage of full-time employment over half-time employment as listed below. The employee's current payment, if known, is also listed below. Any change in premium levels shall be the responsibility of the employee.

D. 1994/95 and 1995/96 Cash/Annuity Entitlement for Eligible Recipients

1. An employee hired before September 30, 1991, if the current Unit employee does not require a District health plan, he/she (upon presentation of proof of health insurance coverage) shall receive a monthly cash amount of \$188.00 or a percentage of that amount according to the employee's percent of full-time employment if the employee is half-time or more. From that amount will be deducted the cost of the dental plan. Unit employees who receive the \$188.00 cash amount in lieu of the health plan and part-time Unit employees who receive a percentage of that amount according to the employee's percent

ARTICLE XXIV - HEALTH AND WELFARE BENEFITS (continued)

of full-time employment may apply that amount to the cost of optional benefit plans, to an approved annuity account, or may take that amount as cash on a taxable basis. This option is not available to employees hired after January 1, 1991, or to current Unit employees as a new option after September 30, 1991, except as noted in B.1.b.

2. Effective January 1, 1995, employees hired before 1/1/91, who can show proof of alternative coverage will receive cash or an annuity of \$206.44 per month, which is an increase of \$18.44. Employees hired after 1/1/91 who can show proof of alternate coverage will receive cash or an annuity of \$105.00 per month.

3. This benefit shall be distributed as follows:

a. Health Care - Provide District with proof of coverage.

b. Dental Care (choice of one mandatory)

Delta Dental premium deducted or
Pacific Union premium deducted

c. Employee may elect to receive the balance per month as cash or deposited into an annuity from the District approve list.

4. The employee may deduct from salary directly or through the IRC Section 125 Plan amounts for premiums for approved optional health and welfare benefit plans.

5. The District shall add \$15.49 equal to the Provident Income Protection Plan premium to each eligible Unit employee's monthly salary. The premium amount shall be deducted from each eligible Unit employee's salary on a mandatory and taxable basis each month.

E. Effective July 1, 1996

1. Upon proof of medical coverage, the District will cease mandating employees participation in medical insurance. Dental insurance will remain mandatory.

2. An additional \$4,175 shall be added to each of the cells of the Teachers Salary Schedule per Article XXIII B. 1. d. (6).

ARTICLE XXIV - HEALTH AND WELFARE BENEFITS (continued)

3. The District shall add \$15.49 equal to the Provident Life Insurance/Income Protection Plan premium to each eligible Unit employee's monthly salary. The premium amount shall be deducted from each eligible Unit employee's salary on a mandatory and taxable basis each month.

F. Miscellaneous Provisions

1. The District shall have on file copies of all master contracts governing health and welfare benefits. These contracts may be inspected by employees upon request during regular office hours.
2. The parties shall study health care cost containment measures in a good faith effort to identify more cost effective plans.
3. Each Unit employee on paid leave will continue to have District contribution according to the work assignment which existed at the beginning of the leave and for a period of time that corresponds to his/her salary entitlement. Each employee who has been granted leave beyond paid leave for illness, disability, maternity, child care, paternity and/or adoptions, advanced study or other personal reasons, may continue his/her dental, life, and health insurance for up to one year by paying the full cost. A Unit employee on a long term disability may continue coverage at his/her own expense for as long as the disability continues, or to retirement, provided this is agreeable to the carriers involved.
4. Each Bargaining Unit Member terminated voluntarily or involuntarily shall continue to receive the District's contribution toward his or her Health and Welfare Benefits according to the work assignment which existed at the time of termination notice. Such coverage will continue through the last day of the month in which his/her termination is effective, or for a period of time that corresponds to his/her period of salary (to include Health and Welfare beginning July 1, 1996 per Article XXIII B.1.d.(6)) entitlement.

Enrollment in health and welfare plans may be extended for a period of three months at the employee's expense or in accordance with retirement provisions, Article XX or in compliance with COBRA.

ARTICLE XXV
PERSONNEL FILES

- A. Each Bargaining Unit employee's personnel file shall be located in the Personnel Office. This file shall contain the following items of information: required TB clearance, transcripts or academic records, teacher credential, signed application form, copy of signed contract and all teacher application reports. The employee is responsible for providing the basic items to the Certificated Personnel Office at the time of employment and to keep them updated.
1. All Unit employees shall provide evidence of freedom from tuberculosis as required by law. Unit employees requiring renewal of evidence shall be notified prior to the yearly District tuberculosis screening clinic.
 2. The tuberculosis clearance requirement may be met by:
 - a. Obtaining a chest X-ray by a physician or through a mobile unit of the Public Health Association.
 - b. Getting an approved intra-dermal tuberculin test.
 3. Verification of the tuberculosis examination shall be provided the Personnel Office by a letter or card giving the date of the examination and verifying that the results were negative.
- B. Access to a Unit member's personnel file shall be limited to a "need to know basis". Access authorization must be obtained from either the Superintendent or Personnel Officer. The contents of all personnel files shall be kept in strictest confidence.
- C. All materials filed shall be dated giving time of origin and time of placement in the file. All items shall be signed by the originators.
- D. Each Unit employee shall have a right, upon request, to review the contents of his/her personnel file maintained in the District's Certificated Personnel Office.
1. A representative of the employee's choosing may accompany the employee in this review or may review the file without the presence of the Unit employee as long as the representative has written authorization from the employee to review the file.
 2. This review shall be made in the presence of the administrator or his/her designee responsible for the safekeeping of this file.

ARTICLE XXV - PERSONNEL FILES (continued)

3. All ratings, reports, or records which were obtained prior to the employment of the person involved, or were prepared by identifiable examination committee members, or were obtained in connection with a promotional examination shall not be available for inspection by the Unit employees.
 4. This examination shall take place at a time when the Unit employee is not required to render service to the District.
 5. Access to personnel files, except for the Unit employee, shall be limited to a need-to-know basis.
- E. Except material mentioned in Section D.3., the District shall give a Unit employee copies of information of a derogatory nature prior to placing the information in the Unit employee's personnel file together with a notice that the material shall not be entered or filed until the employee has been provided ten (10) days from the receipt of the material in which to review, respond in writing, and/or meet with the Assistant Superintendent for Personnel.
1. The Unit employee's review of such materials shall take place during the normal business hours of the District and the employee shall be released from duty for this purpose without salary reduction.
 2. The Unit employee shall have the right to answer, in writing, any complaints or other derogatory material filed and such answers shall be attached to the file copy of the document.
- F. The Unit employee shall have the right to place pertinent material in his/her file. The material shall be submitted to the Assistant Superintendent for Personnel who shall place the material in the employee's file.
- G. Upon request, the Unit employee shall be furnished a reproduction of any non-confidential material in his/her file that has not been given to the employee previously.
- H. The Unit employee may by written request, ask that the employee's supervisor provide the employee or his/her designated representative with a written memorandum specifying derogatory information upon which the supervisor may rely to affect the status of the employee. Within ten (10) work days from the receipt of the written request, the supervisor shall by written memo provide any requested material that has not been previously given the employee.

ARTICLE XXVI

PROFESSIONAL GROWTH

- A. Upon request, the District shall provide a holder of a clear California teaching credential which was issued after 8/31/85, with a copy of the California Professional Growth Manual. Copies of the manual shall be available at each site and at the Association office.
- B. By October 1, the District shall provide each credential holder with names of possible professional growth advisors from the District's professional growth advisor list. The professional growth advisor list shall include work location, current assignment, if known, and areas of expertise and interest.
- C. To be eligible to be placed on the District's professional growth advisor list, a person must hold a valid clear California teaching or services credential, and a baccalaureate degree from an accredited institution of post-secondary education.
- D. The District's professional growth advisor list shall consist of:
 - 1. Certificated persons who have retired from service as teachers or administrators
 - 2. College or university personnel who hold teaching credentials
 - 3. Staff members from Teacher Education and Computer centers and other regional service organizations in education
 - 4. Certificated district administrators
 - 5. Bargaining unit members who volunteer to serve
 - 6. Certificated persons whose names have been submitted by holders of professional teaching credentials
- E. It is not recommended that a credential holder choose his/her evaluator as a professional advisor. However, any professional advisor who is a credential holder's evaluator shall discharge his/her advisor responsibilities independently of any evaluation of the employee's performance that is conducted to determine the employee's status.

ARTICLE XXVI - PROFESSIONAL GROWTH (continued)

- F. Professional growth activities shall be consistent with the guidelines set forth in the California Professional Growth Manual.
- G. No later than October 30, the District shall hold an inservice training meeting for professional growth advisors, and the Association shall hold an inservice training meeting for credential holders and bargaining unit professional growth advisors. Attendance at the inservices is voluntary.

ARTICLE XXVII

ACADEMIC FREEDOM

- A. Bargaining unit members shall have the right to send written communications regarding their instructional program directly to individual parents without administrative approval. Bargaining unit members and site administrators shall consult as needed to ensure that written communications are in accord with District policy.
- B. Teachers shall have the responsibility for determining grades for students in accordance with the standards for grading as established by District policy, and administrative rules and regulations. Such grades may not be changed except as permitted by district policy, rules, regulations, and the Education Code.
- C. The teacher must be free to think and express ideas, free to select and employ materials and methods 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 standards of professional responsibility with due regard for the maturity level of the students, laws of the state of California, District policy, and administrative rules and regulations.
- D. Academic freedom is not an absolute. It must be exercised within the law and the basic ethical responsibilities of the teaching profession. Those responsibilities include:
 - 1. An understanding of our democratic tradition and its method;
 - 2. A concern for the welfare, growth, maturity and development of our students;
 - 3. The method of scholarship;
 - 4. Application of good taste and judgment in selecting and employing materials and methods of instruction.

ARTICLE XXVIII

CURRICULUM AND INSTRUCTION

- A. Consistent with past practice and subject to the availability of funds, the District shall provide training and support for attainment of the LDS and ESL certificates; provided, however, that when the State Credential Commission redesignates LDS and ESL certificates as CLAD and B-CLAD, such terms will be substituted for LDS and ESL.

- B. The curriculum councils and area chairs shall be reinstated effective Fall 1994. After reinstatement of the councils and area chairs, the councils shall discuss, in addition to curriculum responsibilities, needs for improvements or changes in process identified by council members, restructuring, and composition and responsibilities of the school site safety committee. Such needed changes include updating the composition of curriculum councils, given that several positions no longer exist, i.e., elementary and secondary REACH Coordinators and elementary and secondary directors of education. Any changes in curriculum development procedures during the life of this agreement shall be made by mutual agreement between HEA and the District.

ARTICLE XXIX

RESTRUCTURING COMPREHENSIVE HIGH SCHOOLS

Notwithstanding any other provision of this agreement, the following terms and conditions of employment shall apply to comprehensive high schools where block restructuring is put into effect.

A. Hours

Workday

- a. Instructional time shall be offered to students at no less than 64,800 annual minutes in grades 9-12.
- b. The work day shall be composed of:
 - 5 minutes passing time beginning of day (from first bell)
 - Four (4) 90 minute instructional blocks;
 - Communication period (could be added to block)
 - 10 minute passing time between blocks;
 - 45 minute lunch period (40 minutes duty free)

The parties agree that the flexibility provided by the maintenance of "before school scheduling" as in the current "Block O" period should be maintained. In the event that a bargaining unit member opts to teach such a "before school" period then his/her duty time shall be reduced by the number of daily minutes scheduled for the "Block O" offering.

- c. The on site duty time for full-time members of the bargaining unit shall be 7-1/4 hours per day. This time includes all required instructional time, lunch time, preparation time, and passing time, except as otherwise provided in this agreement. The work day may be increased a maximum of 5 minutes, based on a 2/3rd secret vote of the staff.

ARTICLE XXIX - RESTRUCTURING COMPREHENSIVE HIGH SCHOOLS (continued)

B. Preparation Period

1. During regular school hours, as set forth above, each full-time high school teacher shall be provided a daily block for preparation and office time. This shall be the equivalent of an instructional block but not less than 90 minutes (which will include 60 minutes of preparation and 30 minutes of office time) except on a minimum or collaboration day. On a minimum day the preparation period shall be equal to the instructional block. On a collaboration day the preparation period will be 60 minutes and the office time will be 15 minutes.
2. The principal at each site shall collaborate with the staff in scheduling preparation period. The principal shall - subject to such considerations as, for example, program and staffing needs and space limitations - make reasonable, good faith efforts to schedule preparation periods in either block 1 or block 4.

C. Unit Member Assignment

No full-time unit member shall be required to teach an instructional day longer than three (3) instructional periods and one (1) preparation period per day.

D. Comprehensive High School /Restructuring Class Size

1. At the comprehensive high schools, the maximum class size shall be 29 in all classes, with exceptions permitted as follows:

Typing 32, physical education 41, and band and chorus as arranged between principal and instructor.

Exceptions may also be made with the consent of the teacher for leadership, newspaper and yearbook classes.

The provision relating to work stations Article XIII, B2, shall not be interpreted to provide class sizes larger than the maximums set forth above.

ARTICLE XXIX - RESTRUCTURING COMPREHENSIVE HIGH SCHOOLS (continued)

2. In addition to the exceptions provided in Article XIII, B5, exceptions may be made with the consent of the teacher to the maximum class size listed above for singletons, and doubletons not to exceed 37 students.
3. A principal who is unable to schedule students in any given class so as to attain the class size maximum in that class on or before the 15th school day shall, within three working days, recommend three or more viable options for solving the problem(s) to the HEA President and Superintendent. The HEA President and Superintendent or designees shall meet immediately to either select one of the recommended options or develop another solution of their own on which they can both agree. The joint decision by the HEA President and the Superintendent shall immediately be transmitted in writing to the principal for implementation.

E. Formula Allocation of Full-time Equivalent Unit Members.

The District shall employ full-time equivalent (FTE) certificated bargaining unit members in each of the restructured comprehensive high schools in the following ratio of FTE to enrollment:

$$\begin{aligned} &(\text{Total enrollment} - .5 \times \text{ELC enrollment}) \\ &\times 6 \div 5 + 33 = \text{FTE subtotal} \end{aligned}$$

$$\begin{aligned} &\text{FTE subtotal} + .2 \times (\text{yearbook} + \text{finance director} + \\ &\text{activities director} + \text{newspaper} + \text{athletic director}) + \\ &.2 (\text{every 200 students over 1600 projected enrollment}) - \\ &4 \text{ counselors Hayward/Mt. Eden} \end{aligned}$$

$$+ 1 \text{ counselor} = \text{FTE Total}$$

3 counselors Tennyson

NOTE: Do not take ROC out of the total enrollment and Special Ed. teachers cannot come from formula.

The number of full-time equivalent unit members who shall be employed for the entire school year by the District in order to staff the restructured program in each of the senior highs shall be determined by the above formulae no later than 15 school days from the beginning of the school year.

ARTICLE XXIX - RESTRUCTURING COMPREHENSIVE HIGH SCHOOLS (continued)

There shall be an adjustment period of no longer than 15 school days at the beginning of the school year and five days at semester to balance classes in line with the class size maximums.

- F. Amend current language Article XIII B.5. to read: In no event may any physical education teacher be assigned more than 128 students daily per term. Chorus and band teachers will be limited to 125 students daily per term, which can only be exceeded with the consent of the teacher. Typing teachers are limited to 99 students daily per term. All other teachers are limited to 90 students daily per term.

G. Program Enhancement

The District anticipates that the vast majority of the new sections available due to block schedules shall be devoted to class size reduction. Plans at each of the comprehensive high schools also include site specific programs, i.e., program enhancements for which sections must be allocated. To insure that class size reductions are maximized, sections allocated for program enhancement will not exceed the following:

Hayward High = 6 sections
Mt. Eden High = 10 sections
Tennyson High = 6 sections

H. Extra Workload

Members of the bargaining unit who have heretofore been provided with a reduced duty assignment because of extra workload (e.g., newspaper, director of student activities) as provided in Article XIX A shall receive release time equivalent to one teaching block per year in a configuration mutually agreed to by the unit member, the Association and the District.

I. Review, Continuation and Termination

During the 1994-95 school year, the District and Association agree to an ongoing assessment of the programs at each site and centrally to determine if the programs are operating as they should and to make needed adjustments quickly. If it becomes necessary to modify the program, that modification will be tentatively agreed

ARTICLE XXIX - RESTRUCTURING COMPREHENSIVE HIGH SCHOOLS (continued)

upon by the District and Association before being submitted to the staff members at that specific school for a vote. Program modifications must be approved by a 2/3rds vote of the unit members at that specific school.

The program will be suspended in any school where, at the end of the 1994-95 school year, 2/3rds of the unit members in that school, or HEA or the District do not support a continuation of the program.

The parties agree to continue this assessment and change process during the 1995-96 school year if the block schedule is still in practice in the District.

All matters contained in the Agreement not specifically inconsistent with these provisions shall remain in full force and effect.

APPENDIX A

FRINGE BENEFIT PROGRAM - INSURANCE PLANS

A. Allocation of Funds, for 1994/95 and 1995/96.

- a. Effective 11/1/94: the District's monthly contribution to health & welfare benefits shall be increased as follows:

Employee only:	Not to exceed \$260.48 (this is enough to pay for Kaiser \$192.51 and Delta Dental \$67.97).
Employee + 1	\$351.00
Employee + 2	\$351.90 for bargaining unit members hired after July 1, 1990
Employee + 2	\$357.88 for employees hired before July 1, 1990 and for bargaining unit members assigned to Year Round Schools

- b. Effective 9/1/95: the District's monthly contribution to health & welfare benefits shall be as follows:

Employee only:	\$260.48
Employee + 1	\$347.92
Employee + 2	\$347.92

- c. Effective 3/1/96, the District's monthly contribution to health & welfare benefits shall be as follows:

Employee only	\$270.48
Employee + 1	\$347.92
Employee + 2	\$347.92

B. Effective November 1, 1994

(1) Employee only
Health Care (choice of one)

Currently

	<u>District Pays</u>	<u>Employee Pays</u>
Kaiser	192.51	0
HealthNet	183.52	0
Take Care	185.45	0

Dental Care (choice of one)

Currently

	<u>District Pays</u>	<u>Employee Pays</u>
Delta Dental	67.97	0
Pacific Union	41.00	0

(2) Employee and 1 Dependent
Health & Dental (choice of one)

Currently

	<u>District Pays</u>	<u>Employee Pays</u>
Kaiser/Delta Dental	351.00	101.99
Kaiser/Pacific Union	351.00	75.02
HealthNet/Delta Dental	351.00	84.01
HealthNet/Pacific Union	351.00	57.04
Take Care/Delta Dental	351.00	101.76
Take Care/Pacific Union	351.00	74.79

(3) Employee hired after July 1, 1990 with 2 or more Dependents

Health & Dental (choice of one)

Currently

	<u>District Pays</u>	<u>Employee Pays</u>
Kaiser/Delta Dental	351.90	228.15
Kaiser/Pacific Union	351.90	201.18
HealthNet/Delta Dental	351.90	248.28
HealthNet/Pacific Union	351.90	221.31
Take Care/Delta Dental	351.90	197.59
Take Care/Pacific Union	351.90	170.62

- (4) Employee hired before July 1, 1990 with 2 or more Dependents and for Bargaining Unit Members assigned to Year Round Schools with 2 or more Dependents

Health & Dental (choice of one)

Currently
District Pays Employee Pays

Kaiser/Delta Dental	357.88	222.17
Kaiser/Pacific Union	357.88	195.20
HealthNet/Delta Dental	357.88	242.30
HealthNet/Pacific Union	357.88	215.33
Take Care/Delta Dental	357.88	191.61
Take Care/Pacific Union	357.88	164.64

C. Effective September 1, 1995

- (1) Employee only
Health Care (choice of one)

District Pays

Kaiser	192.51
PacifiCare HMO	135.09
PacifiCare PoS	158.10

Dental Care (choice of one)

District Pays

Delta Dental	67.97
Pacific Union	41.00

- (2) Employee and 1 Dependent
Health & Dental (choice of one)

District Pays

Kaiser/Delta Dental	347.92
Kaiser/Pacific Union	347.92
PacifiCare/Delta Dental	347.92
Pacific Care/Pacific Union	347.92

(3) Employee and 2 or more Dependents

Health & Dental (choice of one)

District Pays

Kaiser/Delta Dental	347.92
Kaiser/Pacific Union	347.92
PacifiCare/Delta Dental	347.92
PacifiCare/Pacific Union	347.92

Effective March 1, 1996

- (1) Employee only -- District pays for full coverage (includes Kaiser and Delta Dental) not to exceed \$270.48.
- (2) Employee and 1 Dependent-- District pays \$347.92
- (3) Employee and 2 or more Dependents --District pays \$347.92

APPENDIX B

COMPENSATION FOR EXTRA WORK LOAD

Employees accepting assignments as coaches shall receive payment for their coaching duties in a lump sum upon completion of the sport or activity.

Those assignments accepted that are year long activities will be paid in 10 equal installments commencing with the September 30 warrant.

The following compensations will be established:

*High School Athletic Director	\$1,325
Intermediate School Recreation Leader	\$1,325
Elementary School Recreation Leader	\$ 650

<u>Boys</u>	<u>1994-95</u>	<u>Girls'</u>	<u>1994-95</u>
football	1,625	basketball	1,625
baseball	1,625	soccer	1,625
basketball	1,625	swimming	1,625
track	1,625	badminton	1,625
wrestling	1,625	softball	1,625
swimming	1,625	volleyball	1,625
soccer	1,625	tennis	1,250
tennis	1,250	gymnastics	1,250
cross country	1,250	B basketball	1,250
track (B)	1,250	JV softball	1,250
baseball (JV-FS)	1,250		
basketball (JV-FS)	1,250		
football (Asst-JV-FS)	1,250		
wrestling	1,250		
golf	900		

It is understood that specific sports may be changed to meet specific needs of a school.

Coaches Longevity:

A ten step longevity increment schedule shall be implemented for Unit member coaches in the District. One (1) step shall equal one (1) year. Longevity increments of two hundred dollars (\$200) shall be paid on that schedule beginning with its second step and in each alternate year thereafter through year ten (10).

APPENDIX B (continued)

Initial placement of unit member coaches on this longevity increment schedule shall be accomplished by the granting of one (1) year of step credit for each two (2) years of previous coaching experience in the District.

*Effective for the 1991-92 school year high school athletic directors shall receive one (1) stipend only.

	<u>1994-95</u>		<u>1994-95</u>
Drama	1,000	Teaching Vice Principal	1,925
Instrumental Music		Prog. Resource Teacher	1,325
High School	1,000	Yearbook/Newspaper	
Intermediate School	350	High School	2,000
Vocal Music		Intermediate School	700
High School	1,000	Dir. Student Finance	1,325
Stagecraft Manager	631	Dir. Student Activities	1,325
Yearbook		Director of Student	2,650
		Finance/Activities	
High School	1,000	Teacher/Advisor	631
Intermediate School	350	Special Education	1,000
Scholarships/Awards	650	Miller Unruh	250
Newspaper		**ESL Teacher	500
High School	1,000	**Bilingual Teacher	2,000
Intermediate School	350	LDS	500
Chairperson, Health Cost	1,675	Teacher/Trainer	1,325
Containment Committee			
Cheerleader Coach/Advisor	1,325	SAPID Coordinator	1,325
Area Chairperson		Merchandising/Market-	1,325
		ing Coordinator	
Nurses	1,325		
Children's Center	1,325		
Adult Education	1,325		

**Provided the teacher has a special credential authorization to teach ESL or bilingual classes.

APPENDIX B (continued)

Area Chairperson
High School
Intermediate School
Special Education
High School
Intermediate School

<u>*Sections</u>	<u>Compensation</u>
0 -	\$ 550
6 - 15	775
16 - 25	1,000
26 - 35	1,225
36 - 45	1,450
45 -	1,675

Continuation High School

<u>*Sections</u>	<u>Compensation</u>
1 - 5	\$ 550
6 - 15	650
16 - 25	775
26 - 35	890
36 -	1,000

*Number of sections within an area determined 15 school days after the beginning of the school year.

Remuneration for Expenses Related to Special Assignments:

Certificated non-management employees shall be reimbursed for expenses related to their special assignments as follows:

Personal Auto: Current IRS Guidelines for travel expenses related to their activities, plus toll and parking.

Meals: Up to \$25.00 per year per teacher for meals expenses related to their special assignment activities provided prior approval for such activity is obtained from the teacher's immediate supervisor.

Appendix C-1

**Hayward Unified School District
Salary Schedule for 1994-1995
Teachers**

(Effective 7/1/94 - Based on 185 working days)

Years of Experience	Col. A BA Degree	Col. B BA Degree +15 units	Col. C BA Degree +30 units	Col. D BA Degree +45 units	Col. E BA Degree +60 units	Col. F BA Degree+90 MA+30
1	26,590	26,723	26,855	26,988	27,122	27,255
2	26,723	26,855	26,988	27,122	27,255	28,797
3	26,855	26,988	27,122	27,255	27,919	30,339
4	26,988	27,122	27,255	27,919	29,461	31,881
5	27,122	27,255	28,584	29,381	30,977	33,423
6	27,255	27,387	29,913	30,844	32,573	34,965
7	28,318	28,717	31,243	32,306	34,035	36,508
8	29,381	30,047	32,573	33,769	35,577	38,050
9	30,445	31,376	33,902	35,231	37,093	39,592
10	31,508	32,705	35,231	36,694	38,635	41,134
11	32,573	34,035	36,561	38,156	40,151	42,676
12	33,636	35,364	37,890	39,619	41,693	44,219
13	34,700	36,694	39,220	41,081	43,208	45,761
18					44,249	46,802

1. Professional Increments:

Master's Degree \$550
 Doctor's Degree \$725

2. Additional Stipends:

Special Ed Stipend \$1,000 Bilingual Stipend \$2,000
 ESL Stipend \$500 PRT Stipend \$1,325

3. Year for Year Credit. Newly hired employees shall receive credit for each full year's teaching experience as defined in the contract between H.E.A. and H.U.S.D.

4. Annual Advancement. After placement on the salary schedule, each teacher will advance one step for each school year of service in the Hayward Unified School District. A school year constitutes 75% of the number of days the schools of the District are in session. A unit employee who works less than 75% in a school year shall receive a step advancement after finishing a second year.

5. Semester Units. One quarter equals 2/3's of a semester unit.

Appendix C-2

**Hayward Unified School District
Salary Schedule for 1995-1996
Teachers
(Effective 7/1/95)**

Years of Experience	Col. A BA Degree	Col. B BA Degree +15 units	Col. C BA Degree +30 units	Col. D BA Degree +45 units	Col. E BA Degree +60 units	Col. F BA Degree +90 MA+30
1	27,091	27,227	27,362	27,498	27,633	27,769
2	27,227	27,362	27,498	27,633	27,769	29,341
3	27,362	27,498	27,633	27,769	28,446	30,911
4	27,498	27,633	27,769	28,446	30,017	32,483
5	27,633	27,769	29,123	29,936	31,562	34,054
6	27,769	27,904	30,478	31,426	33,187	35,625
7	28,852	29,258	31,832	32,916	34,677	37,196
8	29,936	30,614	33,187	34,406	36,248	38,767
9	31,019	31,968	34,542	35,896	37,793	40,339
10	32,103	33,322	35,896	37,386	39,364	41,910
11	33,187	34,677	37,250	38,875	40,909	43,481
12	34,270	36,031	38,605	40,366	42,479	45,053
13	35,355	37,386	39,960	41,856	44,023	46,624
18					45,084	47,685

1. Professional Increments:

Master's Degree	\$550
Doctor's Degree	\$725

2. Additional Stipends:

Special Ed Stipend	\$1,000	Bilingual Stipend	\$2,000
ESL Stipend	\$500	PRT Stipend	\$1,325

3. Year for Year Credit. Newly hired employees shall receive credit for each full year's teaching experience as defined in the contract between H.E.A. and H.U.S.D.

4. Annual Advancement. After placement on the salary schedule, each teacher will advance one step for each school year of service in the Hayward Unified School District. A school year constitutes 75% of the number of days the schools of the District are in session. A unit employee who works less than 75% in a school year shall receive a step advancement after finishing a second year.

5. Semester Units. One quarter equals 2/3's of a semester unit.

Appendix D-1

**Hayward Unified School District
Salary Schedule for 1994-1995
Counselors**

(Effective 7/1/94 - Based on 190 working days)

Years of Experience	Col. CO Base + MA	Col. CF BA Degree + 90 or MA Degree + 30
1	34,184	37,499
2	35,841	39,140
3	37,499	40,815
4	39,140	42,593
5	40,815	44,131
6	42,593	45,806
7	44,131	47,447
8	45,806	49,087
9	47,447	50,762
18	49,087	52,438

1. Professional Increments:

Master's Degree \$550

Doctor's Degree \$725

2. Year for Year Credit. Newly hired employees shall receive credit for each full year's teaching experience as defined in the contract between H.E.A. and H.U.S.D.

3. Annual Advancement. After placement on the salary schedule, each teacher will advance one step for each school year of service in the Hayward Unified School District. A school year constitutes 75% of the number of days the schools of the District are in session. A unit employee who works less than 75% in a school year shall receive a step advancement after finishing a second year.

Appendix D-2

**Hayward Unified School District
Salary Schedule for 1995-1996
Counselors
(Effective 7/1/95)**

Years of Experience	Col. CO Base + MA	Col. CF BA Degree + 90 or MA Degree + 30
1	34,839	38,218
2	36,528	39,890
3	38,218	41,597
4	39,890	43,409
5	41,597	44,977
6	43,409	46,684
7	44,977	48,355
8	46,684	50,028
9	48,355	51,735
18	50,028	53,443

1. Professional Increments:

Master's Degree \$550

Doctor's Degree \$725

2. Year for Year Credit. Newly hired employees shall receive credit for each full year's teaching experience as defined in the contract between H.E.A. and H.U.S.D.

3. Annual Advancement. After placement on the salary schedule, each teacher will advance one step for each school year of service in the Hayward Unified School District. A school year constitutes 75% of the number of days the schools of the District are in session. A unit employee who works less than 75% in a school year shall receive a step advancement after finishing a second year.

Appendix E-2

Hayward Unified School District
Salary Schedule for 1995-1996

Child Development Programs

(Effective 7/1/95)

Based on 225 working days				
Years of Experience	Col. AA Permit	Col. CA BA Degree	Col. CB BA Degree +15 units	Col. CC BA Degree +30 units (+)
1	23,752	27,133	27,736	29,306
2	25,208	28,488	29,090	30,931
3	26,665	29,849	30,442	32,558
4	28,123	31,204	31,802	34,190
5	29,580	32,558	33,156	35,819
6	31,034	33,916	34,517	37,442
7	32,486	35,272	35,871	39,074
8		36,633	37,227	40,700
9		37,989	38,584	42,330
10		39,343	39,946	43,953
Based on 183 working days				
Years of Experience	Col. AA Permit	Col. CA BA Degree	Col. CB BA Degree +15 units	Col. CC BA Degree +30 units (+)
1	19,320	22,067	22,553	23,833
2	20,503	23,172	23,655	25,157
3	21,687	24,273	24,759	26,483
4	22,873	25,380	25,865	27,806
5	24,059	26,483	26,965	29,131
6	25,240	27,584	28,072	30,455
7	26,424	28,691	29,171	31,779
8		29,793	30,276	33,101
9		30,896	31,378	34,423
10		31,997	32,482	35,747
<p>1. Professional Increments: Master's Degree \$550 Doctor's Degree \$725</p> <p>2. Year for Year Credit. Newly hired employees shall receive credit for each full year's teaching experience as defined in the contract between H.E.A. and H.U.S.D.</p> <p>3. Annual Advancement. After placement on the salary schedule, each teacher will advance one step for each school year of service in the Hayward Unified School District. A school year constitutes 75% of the number of days the schools of the District are in session. A unit employee who works less than 75% in a school year shall receive a step advancement after finishing a second year.</p>				

Appendix F-1

Hayward Unified School District
Salary Schedule for 1994-1995
Adult Ed Hourly
(Effective 7/1/94)

Cumulative Hours *	Hourly Pay Rate
0-550	20.70
551-1100	21.22
1101-3300	21.74
3301 +	22.26
5 yrs, 30 hrs/wk *	23.26

* **Experience Increment:**

1. Any adult Education teacher who has taught thirty (30) hours per week and has a minimum of five (5) years in the District's Adult Education Program shall receive one (1) additional dollar per hour over the rate established for that school year even if the teacher then teaches less than thirty (30) hours per week.
2. All experience must be from the Hayward Unified School District Adult Education Program.

Appendix F-2

Hayward Unified School District
Salary Schedule for 1995-1996
Adult Ed Hourly
(Effective 7/1/95)

Cumulative Hours *	Hourly Pay Rate
0-550	21.32
551-1100	21.86
1101-3300	22.39
3301 +	22.93
5 yrs,30 hrs/wk *	23.93

* Experience Increment:

1. Any Adult Education teacher who has taught thirty (30) hours per week and has a minimum of five (5) years in the District's Adult Education Program shall receive one (1) additional dollar per hour over the rate established for that school year even if the teacher then teaches less than thirty (30) hours per week.
2. All experience must be from the Hayward Unified School District Adult Education Program.

APPENDIX G

Calendars for 1994-95, 1995-96 and 1996-97 shall be 183 workdays as agreed to by HEA and the District.

APPENDIX H

The included forms are those agreed to by HEA and the District. They are to be used as part of the evaluation process in section XIV, Evaluation.

HAYWARD UNIFIED SCHOOL DISTRICT

Division of Personnel/Certificated

EVALUATION WORKSHEET

Name _____

School _____

Year _____

The elements of evaluation are:

1. Standards of expected student achievement
(one or more of the following)

- (a) REACH Continuum
- (b) Alameda County Course of Study
- (c) Graduation Requirements
- (d) HUSD Course Guides
- (e) State Framework
- (f) Other: Criteria mutually agreed on by evaluator and evaluatee

2. Assessment techniques

(one or more of the following)

- (a) Observation
- (b) Written communications from parents, students and staff
- (c) Student data and teacher reports
- (d) Other _____

3. Criteria

(one or more of the following)

(a) Management of the classroom, which includes

- setting and maintaining appropriate classroom standards with students
- maintaining classroom control and discipline
- dealing effectively with difficult students
- teaching to independence
- maintaining physical learning atmosphere relevant to instructional programs
- organizing the classroom program to utilize teacher, pupil, and support staff effectively

(b) Management of the instructional process, which includes

- diagnosing and grouping students
- accommodating individual differences
- using appropriate objectives, methods, activities and materials
- teaching to an objective
- applying principles of learning (i.e., motivation and reinforcement)
- extending students' thinking skills
- maintaining effective interpersonal relationships with students

(c) Organizing and planning, which includes

- maintaining adequate lesson plans
- maintaining adequate student records

(d) District policies and/or administrative regulations

(e) Professional preparation

(f) Other criteria as determined by the board or administration and discussed with the employee on or before October 25 of the school year _____

4. Exceptional circumstances

5. Support requirements

Major area(s) of concentration _____

[] A check in the box indicates additional comments are attached.

I certify that I have met and discussed the elements upon which evaluation is to be based.

Signature of Evaluator _____ Date _____

Signature of Evaluatee _____ Date _____

DISTRIBUTION:
Original to: Evaluator
One Copy to: Evaluatee

HAYWARD UNIFIED SCHOOL DISTRICT
Division of Personnel/Certificated

OBSERVATION FORM

Page ____ of ____

Employee _____ School/Department _____

Class/Subject/Grade Level _____ Number of Students in Attendance _____

Time of Observation _____ to _____ Date of Observation _____

A. Classroom Management; B. Instruction; C. Organization and Planning; D. Strengths; E. Recommendations and Comments

A check in this box indicates that employee has attached comments.

Administrator's Signature Title Date

I certify that this report has been discussed with me. I understand my signature does not necessarily indicate agreement.

Employee's Signature Title Date

DISTRIBUTION:
Original to: Administrator
One copy to: Employee

HAYWARD UNIFIED SCHOOL DISTRICT
Division of Personnel/Certificated

PERFORMANCE EVALUATION ADDENDUM

Name _____ School/Department _____

Date _____

- A. Describe Areas of Performance Considered Unsatisfactory or Requiring Improvement
- B. Describe Specific Assistance Provided (include dates)
- C. Describe Results of Assistance (include dates)

A check in this box indicates that additional sheets are attached.

Evaluator's Signature _____ Title _____ Date _____

I certify that this report has been discussed with me. I understand my signature does not necessarily indicate agreement.

Evaluatee's Signature _____ Title _____ Date _____

Certificated Personnel Office:

Reviewer's Signature _____ Title _____ Date _____

DISTRIBUTION:
Original to: Certificated Personnel Office
One Copy to: Evaluator
One Copy to: Evaluatee

HAYWARD UNIFIED SCHOOL DISTRICT

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Frank Garcia, Jr., President
Myrna L. Truehill, Vice President
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December 1995



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